

ARTICLE VIIIREPLACEMENTS, CHANGES, ALTERATIONS
AND SUBSTITUTIONSSection 8.01

Except as hereinafter expressly provided, apart from minor repairs, the LESSEE shall not make or permit to be made any repairs, replacements, changes, alterations, substitutions or improvements affecting the structure of the BUILDINGS, or any part thereof, or the exterior appearance of the BUILDINGS, or any part thereof, without first obtaining the written approval of the LESSOR thereto, which approval the LESSOR agrees not to withhold unreasonably, provided that the LESSEE has fully complied with the terms, covenants and conditions of this lease. Before requesting the LESSOR's approval, the LESSEE shall submit or cause to be submitted to the LESSOR drawings, elevations (where applicable), specifications (including the materials to be used), locations (where applicable) and exterior decoration and design of the proposed repairs, replacements, changes, alterations, substitutions or improvements.

The LESSEE covenants and agrees with the LESSOR that, subject to Article IX, all repairs, replacements, changes, alterations, substitutions or improvements undertaken by or for the LESSEE once begun shall be prosecuted with due diligence to completion, free and clear of any and all mechanics' liens, or other liens, conditional sales contracts, chattel mortgages or similar claims or encumbrances against the SAID LANDS, the BUILDINGS or the LESSOR and be performed in all respects in accordance with the law. All repairs, replacements, changes, alterations, substitutions or improvements shall meet the requirements of all municipal, provincial, federal, regional, school and other governmental authorities.

ARTICLE IXUNAVOIDABLE DELAYSSection 9.01

If by reason of strike, lock-out or other labour dispute, material or labour shortage not within the control of the LESSEE, fire or explosion, flood, wind, water, earthquake, act of God or other similar circumstances beyond the reasonable control of the LESSEE and not avoidable by the exercise of reasonable effort or foresight by the LESSEE, the LESSEE is, in good faith and without default or neglect on its part, prevented or delayed in the repair of the BUILDINGS or any part or parts of them which under the terms of this lease the LESSEE is required to do by a specified date or within a specified time, the date or period of time within which the work was to have been completed shall be extended by the LESSOR by a reasonable period of time at least equal to that of such delay or prevention and the LESSEE shall not be deemed to be in default if it performs and completes the work in the manner required by the terms of this lease within such extended period of time, or within such further extended period of time as may be agreed upon from time to time between the LESSOR and the LESSEE.

ARTICLE X
MECHANICS' LIENS

Section 10.01

Except as otherwise provided in section 10.02 hereof, the LESSEE shall, throughout the TERM at his own cost and expense, cause any and all liens or claims of liens for labour, services or materials alleged to have been furnished with respect to the SAID LANDS or the BUILDINGS which may be filed against or otherwise affect the SAID LANDS or the BUILDINGS to be paid, satisfied, released or vacated within forty-two (42) days after the LESSOR shall send to the LESSEE written notice by registered mail of any claim for any such lien, PROVIDED HOWEVER, that in the event of a bona fide dispute by the LESSEE of the validity or correctness of any claim for any such lien, the LESSOR shall not be bound by the foregoing but shall be entitled to apply for cancellation of the lien pursuant to the provisions of the Mechanics Lien Act and, in such event, shall do so within a period of fourteen (14) days after receipt of written notice from the LESSOR of any claim for a lien or defend against the same in any proceedings brought in respect thereof after first paying into Court the amount claimed or sufficient security therefor and such costs as the Court may direct and registering all such documents as may be necessary to cancel such lien, or providing such other security in respect of such claim as the LESSOR may in writing approve.

Section 10.02

Notwithstanding anything contained in section 10.01 hereof the LESSEE shall not be responsible for paying, satisfying, releasing or vacating any liens or claims of liens for labour, services or materials furnished with respect to any STRATA LOT other than the LESSEE's STRATA LOT which may be filed against such STRATA LOT; PROVIDED HOWEVER, that the provisions of this section 10.02 do not apply to any of the liens or claims of liens aforesaid filed against any COMMON PROPERTY or COMMON FACILITIES.

ARTICLE XIINSPECTION AND EXHIBITION BY LESSORSection 11.01 Inspection by LESSOR

The LESSOR and the LESSEE agree that it shall be lawful for a representative of the LESSOR at all reasonable times during the TERM to enter the STRATA LOT, and to examine the condition thereof; and, further, that all wants of reparation which upon such views shall be found, and for the amendment of which notice shall be delivered or given by the LESSOR to the LESSEE, the LESSEE shall within ninety (90) days after every such notice or such longer period as provided in subsection (b) of section 18.01 well and sufficiently repair and make good accordingly.

Section 11.02 Exhibition by LESSOR

During the final twelve (12) months of the TERM, unless this lease has been renewed, the LESSOR shall be entitled to display upon the SAID LANDS the usual signs advertising the STRATA LOT as being available for purchase or letting, provided such signs are displayed in such a manner as not to interfere unreasonably with the LESSEE'S use of the STRATA LOT.

ARTICLE XIIOBSERVANCE OF GOVERNMENTAL
REGULATIONS ETC.Section 12.01

The LESSEE covenants with the LESSOR that throughout the TERM the LESSEE will comply with and cause the STRATA CORPORATION to comply with all provisions of law including without limitation, municipal, regional, provincial and federal legislative enactments, zoning and building by-laws, and any municipal, regional, provincial, federal or other governmental regulations which relate to the equipment, maintenance, operation and use of the BUILDINGS, and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the BUILDINGS or any part thereof. The LESSEE covenants to comply with and cause the STRATA CORPORATION to comply with all police, fire and sanitary regulations imposed by any municipal, regional, provincial, federal or other governmental authorities and to observe and obey all municipal, regional, provincial, federal and other governmental regulations and other requirements governing the use and occupation of the SAID LANDS or the BUILDINGS.

ARTICLE XIIIRIGHTS OF LESSOR AND LESSEESection 13.01

All rights and benefits and all obligations of the LESSOR and the LESSEE under this lease shall be rights, benefits and obligations of the LESSOR and the LESSEE respectively in their capacities as lessor and lessee respectively under this lease.

ARTICLE XIVINDEMNITYSection 14.01 Breach, Violation or Non-performance
of covenants by LESSEE

The LESSEE shall indemnify and save harmless the LESSOR from any and all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to and arising during the TERM out of any breach, violation or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the LESSEE to be fulfilled, kept, observed or performed.

Section 14.02 Injury, damage or loss of property

(a) Notwithstanding the provisions of section 5.06 hereof, the LESSEE shall indemnify and save harmless the LESSOR from any and all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to and arising during the TERM out of:

- (i) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the SAID LANDS or the BUILDINGS; and
- (ii) any damage to or loss of property occasioned by the use and occupation of the SAID LANDS or the BUILDINGS.

PROVIDED HOWEVER, that nothing contained herein shall require the LESSEE to indemnify the LESSOR against any action, causes of action, suits, claims or demands for damages arising out of the negligent acts of the LESSOR, its servants, agents or contractors.

(b) Notwithstanding anything contained in section 14.02(a), the LESSEE shall not be responsible for any manner of actions, causes of action, suits, damages, losses, costs, claims or demands of any nature whatsoever relating to or arising during the TERM out of any injury to person or persons, including death resulting at any time therefrom, occurring in or about any STRATA LOT other than the LESSEE's STRATA LOT and any damages to or loss of property occasioned in or upon any STRATA LOT other than the LESSEE's STRATA LOT; PROVIDED HOWEVER that the provisions of this section 14.02 (b) do not apply to any injury (including death) or any damage or loss aforesaid occurring or occasioned in or upon any COMMON PROPERTY OF COMMON PROPRIETORS.

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Section 14.03 Indemnification survives
termination of lease

The obligations of the LESSEE to indemnify the LESSOR under the provisions of sections 3.01, 3.04, 3.05, 5.06, 14.01 and 14.02 hereof with respect to liability by reason of any matter arising during the TERM shall survive any termination of this lease, anything in this lease to the contrary notwithstanding.

ARTICLE XV
SUBLETTING AND ASSIGNING

Section 15.01 Subletting by LESSEE

- (a) The LESSEE may at any time and from time to time during the TERM sublease (whether absolutely or by way of MORTGAGE), the STRATA LOT without the consent of the LESSOR; PROVIDED HOWEVER that
- (i) no sublease shall be granted to any person, persons or corporation on or before 31 March, 1977, other than those persons who satisfy the requirements set forth in the schedule attached to this lease as Schedule "D" which schedule forms part of this lease;
 - (ii) where the LESSEE other than the original LESSEE sublets the STRATA LOT to any person, persons or corporation and at the time of such subletting the LESSEE is paying to the LESSOR rent calculated in accordance with the formula described in section 1 or section 2 in the schedule attached to this lease as Schedule "C" which schedule forms part of this lease, then as of the date the total number of days that the STRATA LOT has been sublet exceeds ninety (90) days (or such longer period as the LESSOR may approve in writing) within any one (1) year period of the TERM (whether or not such days are consecutive and whether or not there is more than one subletting), the LESSEE shall forthwith commence payment to the LESSOR rent determined and payable in accordance with the formula described in section 3 of Schedule C for the balance of the TERM;
- (b) Notwithstanding anything contained in this section 15.01 the LESSEE shall remain bound to the LESSOR for the fulfilment of all of its obligations hereunder.
- (c) If requested by the LESSOR, a copy of any or all subleases shall be furnished to the LESSOR by the LESSEE within thirty (30) days of the conclusion of each transaction together with evidence satisfactory to the LESSOR that the sublessees have satisfied the requirements set forth in Schedule "D" in accordance with section 15.01 (a) (i) and particulars of registration of the subleases in the Vancouver Land Registry Office in the Province of British Columbia.

Section 15.02 Assignment by LESSEE

The LESSEE may, at any time and from time to time during the TERM, assign (whether absolutely or by way of MORTGAGE) the STRATA LOT without the consent of the LESSOR; PROVIDED HOWEVER that any assignment by the LESSEE of its leasehold interest in the STRATA LOT shall be made subject to the following conditions:-

- (a) the assignment shall be in the form attached hereto as Schedule "B" which forms a part of this lease with such additions, deletions or amendments thereto as are appropriate to the premises to be assigned and as are approved by the LESSOR;
- (b) the original LESSEE shall only have the right and option of assigning its interest in a STRATA LOT using the formula described in section 1 or section 3 of Schedule "C" for the calculation of rent; PROVIDED HOWEVER that the original LESSEE shall not assign its interest in the STRATA LOT to any assignee using the formula described in section 1 of Schedule "C" for the calculation of rent unless such assignee will receive financial assistance under the provisions of the Department of Housing Act, S.B.C. 1973, Chapter 110, and amendments thereto;
- (c) where an assignment of the STRATA LOT is made by the LESSEE to an assignee who is not eligible for financial assistance under the provisions of the Department of Housing Act aforesaid then during the residue unexpired of the TERM as and from the date the assignment takes effect the assignee shall pay to the LESSOR rent determined and payable in accordance with the formula described in section 3 of Schedule "C";
- (d) except as otherwise provided in section 15.02 (b) where an assignment of the STRATA LOT is made by the LESSEE to an assignee who is eligible for financial assistance under the provisions of the Department of Housing Act aforesaid then during the residue unexpired of the TERM as and from the date the assignment takes effect the assignee shall pay to the LESSOR rent determined and payable in accordance with the formula described in Schedule "C" being used for the calculation of rent for the STRATA LOT at the time of such assignment.

- (e) where the LESSEE is paying to the LESSOR rent calculated in accordance with the formula described in section 1 of Schedule "C" and subsequently becomes ineligible for financial assistance under the provisions of the Department of Housing Act aforesaid, then during the residue unexpired of the TERM as and from the date of ineligibility for a loan by way of leasehold mortgage, such assignee shall pay to the LESSOR rent determined and payable in accordance with the formula described in section 2 of Schedule "C";
- (f) no assignment of the STRATA LOT shall be made to any person, persons or corporation on or before 31 March, 1977, other than those persons who satisfy the requirements set forth in Schedule "D";
- (g) where an assignment of the STRATA LOT is made by the LESSEE, the LESSEE shall deliver to the assignee the Leasehold Certificate of Title thereto unless the Leasehold Certificate of Title is deposited in the Vancouver Land Registry Office;
- (h) if requested by the LESSOR, a copy of any or all assignments, transfers and sales agreements shall be furnished to the LESSOR by the LESSEE within thirty (30) days of the conclusion of each transaction together with:-
 - (i) evidence satisfactory to the LESSOR that the assignees have satisfied the requirements of Schedule "D" in accordance with section 15.02 (f);
 - (ii) evidence satisfactory to the LESSOR that the assignees will receive financial assistance as required by section 15.02 (b), and
 - (iii) particulars of registration of the assignments in the Vancouver Land Registry Office.

ARTICLE XVI

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MORTGAGE

Section 16.01 LESSEE shall be liable for rent and taxes notwithstanding MORTGAGE

Nothing herein contained shall be construed to prevent or prohibit the assignment or subletting by the LESSEE of the STRATA LOT by way of MORTGAGE, provided however that in the event of and notwithstanding any such assignment or subletting the LESSEE shall be and remain liable for the payment of all BASIC RENT, ADDITIONAL RENT and taxes and the performance of all the terms, covenants and conditions of this lease.

Section 16.02 MORTGAGE subject to LESSOR's rights under lease.

Subject to the provisions of section 18.02 every MORTGAGE shall be made expressly subject to the rights of the LESSOR under this lease.

ARTICLE XVIIBANKRUPTCY OF LESSEESection 17.01

The parties agree that:

- (a) if the LESSEE shall make a general assignment for the benefit of creditors; or
- (b) if the LESSEE shall institute proceedings to subject itself to the Winding-Up Act or to be adjudicated bankrupt or insolvent or shall consent to the institution of bankruptcy or insolvency proceedings against the LESSEE or shall file an application or petition or answer or consent, seeking re-organization or re-adjustment of the indebtedness of the LESSEE under the Bankruptcy Act or the Companies' Creditors Arrangement Act or any law of Canada or any province thereof relating to bankruptcy or insolvency or shall consent to the filing of any such application or petition or shall consent to the appointment of a receiver; or
- (c) if a receiver, interim receiver, trustee or liquidator of all or substantially all the property of the LESSEE shall be appointed or applied for by the LESSEE; or
- (d) if a judgment, decree or order shall be entered by a court of competent jurisdiction adjudging the LESSEE a bankrupt or insolvent or subject to the provisions of the Winding-Up Act or Bankruptcy Act or determining that proceedings for re-organization, arrangement, adjustment, composition, liquidation, dissolution or winding-up or any similar relief under the Bankruptcy Act or the Companies' Creditors Arrangement Act or any law of Canada or any province thereof relating to bankruptcy or insolvency have been properly instituted otherwise than by the LESSEE, provided that such judgment, decree or order is not in good faith contested by the LESSEE,

then the liquidator, custodian or trustee shall have the right to hold and retain the STRATA LOT for a period not exceeding three (3) months from the effective date of any such receiving order, assignment, judgment, decree, order or the commencement of dissolution or winding-up, as the case may be, or until the expiration of the TERM, whichever first happens on the same terms and conditions as the LESSEE might have held the STRATA LOT had no such receiving order, assignment, judgment, decree or order been made or dissolution or winding-up commenced and the liquidator, custodian or trustee may either:

- (i) surrender possession at any time and the TERM shall thereupon terminate; or
- (ii) sell, transfer or otherwise dispose of all the interest of the LESSEE in this lease and the STRATA LOT for the remainder of the TERM or any part thereof and all the rights of the LESSEE hereunder to as full an extent as could have been done by the LESSEE had no such receiving order, assignment or dissolution or winding-up commenced, but before the person to whom all interest of the LESSEE in this lease and the STRATA LOT are sold, transferred or disposed is permitted to go into occupation or to take the benefit of the LESSEE's interest in this lease and the STRATA LOT, he shall deposit with the LESSOR a sum equal to three (3) months' BASIC RENT and ADDITIONAL RENT, if any, as security to the LESSOR that such person will observe and perform the terms hereof;

and the liquidator, custodian or trustee shall have the further right, at any time before surrendering possession, to disclaim the lease, and his entry into possession of the STRATA LOT and its occupation by him while required for the purposes of the performance of his duties in his office shall not be deemed to be evidence of an intention on his part to retain the STRATA LOT, nor affect his right to disclaim or to surrender possession pursuant to the provisions of item (1) of this section 17.01; and if after occupation of the STRATA LOT, he elects to

retain it and thereafter assigns the lease, the STRATA LOT and all interests and rights of the LESSEE therein and hereunder to a person approved by the Court as by item (ii) of this section 17.01 provided, the liability of the liquidator, custodian or trustee, as the case may be, and of the estate of the LESSEE and of the LESSEE is limited to the payment of BASIC RENT together with ADDITIONAL RENT, if any, for the period of time during which the liquidator, custodian or trustee remains in possession of the STRATA LOT for the purposes of the trust estate, together with BASIC RENT for the three (3) months next ensuing after the date of any surrender of possession by such liquidator, custodian or trustee.

Section 17.02

The liquidator, custodian or trustee shall pay to the LESSOR for the period during which the liquidator, custodian or trustee actually occupies the STRATA LOT pursuant to section 17.01 hereof the BASIC RENT together with ADDITIONAL RENT calculated on the basis of this lease and payable in accordance with the terms hereof.

ARTICLE XVIIIDEFAULT BY LESSEESection 18.01 Re-entry or certain defaults by LESSEE

The LESSOR and the LESSEE agree that, subject to the provisions of section 18.02, if

- (a) the LESSEE shall default in the payment of BASIC RENT or ADDITIONAL RENT or taxes or any other sums required to be paid to the LESSOR by any provision of this lease, and such default shall continue for thirty (30) days after notice thereof given by the LESSOR to the LESSEE; or
- (b) the LESSEE shall default in performing or observing any of its other covenants or obligations under this lease, or any contingency shall occur which by the terms of this lease constitutes a breach hereof or confers upon the LESSOR the right to re-enter or forfeit or terminate this lease, and the LESSOR shall have given to the LESSEE notice of such default or the happening of such contingency, and at the expiration of sixty (60) days after the giving of such notice the default or contingency shall continue to exist or, in the case of a default or contingency which cannot with due diligence be cured within the period of sixty (60) days aforesaid, the LESSEE fails to proceed promptly after the giving of such notice to cure such default or contingency; or
- (c) this lease shall expire or be forfeited or be terminated by any other provision herein contained,

the LESSOR or the LESSOR's agents or employees authorized by the LESSOR may immediately or at any time thereafter re-enter the STRATA LOT without being liable to any prosecution or damages therefor, and may repossess and enjoy the STRATA LOT and all fixtures and improvements therein or thereon, except fixtures and improvements which are of the nature of usual tenants' fixtures and normally removable by tenants, and which are not part of the BUILDINGS or the SAID LANDS, as

liquidated damages, without such re-entry and repossession working a forfeiture or waiver of the rents to be paid and the covenants to be performed by the LESSEE up to the date of such re-entry and repossession.

Section 18.02 Notice to and remedies of MORTGAGEE

(a) No re-entry, termination or forfeiture of this lease by the LESSOR shall be valid against the MORTGAGEE who has filed with the LESSOR notice of MORTGAGE in favour of the MORTGAGEE and specified an address for notice under Article XXVI unless the LESSOR shall first have given to the MORTGAGEE notice of the default or contingency entitling the LESSOR to re-enter, terminate or forfeit this lease, specifying the nature of that default or contingency, and stating the LESSOR's intention to take such proceedings and requiring the MORTGAGEE:

- (i) to cure the default or contingency specified in the notice within a period of sixty (60) days from the date of receipt of that notice by the MORTGAGEE; or
- (ii) if the default or contingency is other than the failure to pay BASIC RENT or ADDITIONAL RENT or taxes or any other sums required to be paid to the LESSOR by any provision of this lease and if the default or contingency cannot reasonably be cured within such sixty (60) day period, then to immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency.

and the LESSOR hereby grants the MORTGAGEE access to the STRATA LOT for that purpose. If the default or contingency is cured within the period specified, the MORTGAGEE shall be entitled to continue as tenant for the balance of the TERM remaining at the date of the notice of default or contingency providing that the MORTGAGEE attorns as tenant to the LESSOR and undertakes to be bound by and to perform the covenants and agreements of this lease; PROVIDED HOWEVER that in the event the MORTGAGEE consists of more than one mortgagee each having a separate

charge upon the LESSEE's interest in this lease, and more than one of them wishes to cure the default or contingency specified in the notice aforesaid, then the LESSOR hereby agrees to permit curing of the default or contingency specified as aforesaid, and the assumption of the balance of the TERM as aforesaid, by that mortgagee which is willing to cure and assume as aforesaid and whose charge ranks in priority over the charge or charges held by the other mortgagee or mortgagees willing to cure and assume as aforesaid; EXCEPT THAT in the event any MORTGAGEE has commenced a foreclosure action the provisions of section 19.02(b) shall apply.

- (b) In the event the MORTGAGEE commences foreclosure proceedings against the LESSEE, whether or not the LESSEE is in default of the performance of its covenants and agreements with the LESSOR under this lease at the time such foreclosure proceedings are commenced, the LESSOR shall not re-enter, terminate or forfeit this lease after the commencement of foreclosure proceedings on the ground of any default or contingency entitling the LESSOR to re-enter, terminate or forfeit this lease if the MORTGAGEE:
- (i) shall first have given to the LESSOR notice of the foreclosure proceedings;
 - (ii) is actively prosecuting the foreclosure proceedings;
 - (iii) cures the default or contingency within a period of sixty (60) days from the date of receipt of notice from the LESSOR specifying the nature of the default or contingency, or if the default or contingency is other than the failure to pay BASIC RENT or ADDITIONAL RENT or taxes or any other sums required to be paid to the LESSOR by any provision of this lease and if such default or contingency cannot reasonably be cured within such sixty (60) day period, immediately commences to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or contingency;
 - (iv) performs and observes all of the LESSEE's covenants and agreements under this lease and without undue delay diligently prosecute to a conclusion the foreclosure proceedings commenced by the MORTGAGEE.

In the event that the MORTGAGEE acquires title to the LESSEE's interest in the STRATA LOT pursuant to the foreclosure proceedings, it shall thereupon become subrogated to the rights of the LESSEE under this lease provided it attorns to the LESSOR as tenant and undertakes to be bound by and perform the covenants and agreements of this lease. PROVIDED HOWEVER that in the event the MORTGAGEE consists of more than one mortgagee and more than one of them commences foreclosure proceedings, the right to cure any default or contingency granted by this section 18.02(b) to a foreclosing mortgagee shall be deemed granted to them in the order of priority of the charges held by the foreclosing mortgagees.

- (c) IF this lease shall be subject to termination or forfeiture pursuant to Article XVII by reason of the bankruptcy or insolvency of the LESSEE and the MORTGAGEE has filed with the LESSOR notice of MORTGAGE in favour of the MORTGAGEE and specified an address for notice under Article XXVI, the LESSOR shall give to the MORTGAGEE notice of the bankruptcy or insolvency of the LESSEE entitling the LESSOR to terminate or forfeit this lease and stating the LESSOR's intention to take such proceedings and requiring the MORTGAGEE to cure the LESSEE's default and the LESSEE's default shall be deemed to have been sufficiently cured if the MORTGAGEE shall,
- (i) take possession and control of the STRATA LOT or cause a receiver to be appointed under the terms of the MORTGAGEE's charge or by a court of competent jurisdiction, who takes possession and control of the STRATA LOT, and the LESSOR hereby grants the MORTGAGEE or such receiver access to the STRATA LOT for that purpose;
 - (ii) cure every default within a period of sixty (60) days from the date of receipt by the MORTGAGEE of the notice from the LESSOR of the bankruptcy or insolvency of the LESSEE, or if such default or defaults are other than the failure to pay BASIC RENT or ADDITIONAL RENT or taxes or any other sums required to be paid to the LESSOR by any provision of this lease and if such default or defaults

cannot reasonably be cured within such sixty (60) day period, immediately commence to cure the same and to diligently prosecute to conclusion all acts necessary to cure the default or defaults;

- (iii) attorn as tenant to the LESSOR and undertake to be bound by and to perform the covenants and agreements of this lease.

PROVIDED HOWEVER that in the event the MORTGAGEE consists of more than one mortgagee the right to take possession and control, to cure any default and to assume the lease as aforesaid shall be deemed granted to them in the order of the priority of their respective charges.

- (d) Any re-entry, termination or forfeiture of this lease made in accordance with the provisions of this lease as against the LESSEE shall be valid and effectual against the LESSEE even though made subject to the rights of any MORTGAGEE to cure any default of the LESSEE and to continue as tenant under this lease.
- (e) No entry upon the SAID LANDS or into the BUILDINGS by the MORTGAGEE pursuant to this section 18.02 for the purpose of curing any default or defaults of the LESSEE shall release or impair the continuing obligations of the LESSEE.

Section 18.03 Remedies of LESSOR are cumulative

The remedies of the LESSOR specified in this lease are cumulative and are in addition to any remedies of the LESSOR at law or equity. No remedy shall be deemed to be exclusive, and the LESSOR may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity. In addition to any other remedies provided in this lease, the LESSOR shall be entitled to restrain by injunction any violation or attempted or threatened violation or attempted or threatened violation by the LESSEE of any of the covenants or agreements hereof.

Section 18.04 Waiver by LESSOR

The failure of the LESSOR to insist upon the strict performance of any covenant or agreement of this lease shall not waive such covenant or agreement, and the waiver by the LESSOR of any breach of any covenant or agreement of this lease shall not waive such covenant or agreement in respect of any other breach. The receipt and acceptance by the LESSOR of rent or other monies due hereunder with knowledge of any breach of any covenant or agreement by the LESSEE shall not waive such breach. No waiver by the LESSOR shall be effective unless made in writing.

ARTICLE XIXARBITRATIONSection 19.01

Save as hereinafter provided, if the LESSOR and the LESSEE do not agree as to any of the matters which, if no agreement is reached upon them are by the provisions hereof to be determined by arbitration, any such disagreement shall be determined by arbitration pursuant to the provisions of the Arbitration Act of British Columbia (R.S.B.C.1960, Chapter 14, as amended to January 1, 1976). The provisions to be implied in submission in pursuance of section 4 of the said Arbitration Act shall not be applicable to arbitration hereunder. The following provisions shall govern any arbitration hereunder:-

- (a) The reference to arbitration shall be to three arbitrators, one of whom shall be chosen by the LESSOR, one by the LESSEE and the third by the two so chosen and the third arbitrator so chosen shall be the chairman.
- (b) The award may be made by the majority of the arbitrators.
- (c) Save as in this lease otherwise expressly provided, the arbitrators shall make their award in writing either within three (3) months after entering on the reference or after having been called on to act by notice in writing from either party to the submission, whichever is the earlier, or on or before any later date to which the LESSOR and the LESSEE by writing signed by them may from time to time enlarge the time for making the award.
- (d) If the arbitrators have allowed their time or extended time to expire without making an award or if the chairman shall have delivered to both parties hereto a notice in writing stating that the arbitrators cannot agree, either party hereto may apply to the Supreme Court of British Columbia or to a judge thereof to appoint an umpire who shall have the like power to act in the reference and to make an award as if he had been duly appointed by all the parties to the submission and by the consent of all the parties who originally appointed arbitrators thereto.

- (e) The umpire shall make his award within one (1) month after the original time appointed for making the award of the arbitrators has expired, or on or before any later day to which the parties by any writing signed by them may from time to time enlarge the time for making the award, or if the parties have not agreed, then within such time as the court or judge appointing such arbitrator may deem proper.
- (f) The provisions of paragraphs (f), (g) and (h) of the Schedule to the Arbitration Act as amended to January 1, 1976, shall be the terms of any submission to arbitration hereunder.
- (g) The arbitrators or any umpire acting under any submission to arbitration herein may state an award as to the whole or part thereof in the form of a special case for the opinion of any court.
- (h) The costs of the reference and award shall be in the discretion of the arbitrators or umpire, who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid, or any part thereof, and may award costs to be paid as between solicitor and client.
- (i) If, within a reasonable time, a party who has been notified of any dispute fails to appoint an arbitrator or the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to a judge of the Supreme Court of British Columbia for the appointment by such judge of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators.

The parties agree that with respect to any amendment to the said Arbitration Act which shall be proclaimed after January 1, 1976, which makes provision that there shall be incorporated in any submission any provision not herein contained, then such provision shall not be a part of such submission to arbitration hereunder unless the parties hereto shall in writing expressly agree to the incorporation of such provision herein.

ARTICLE XXCERTAIN COVENANTS AND AGREEMENTS OF LESSEESection 20.01 Conduct on demised premises

The LESSEE covenants and agrees with the LESSOR that it will not carry on nor do, nor allow to be carried on or done upon the SAID LANDS or in the BUILDINGS any work, business or occupation which may be a nuisance or which may be improper, noisy or contrary to any law or to any by-law of the City of Vancouver for the time being in force.

Section 20.02 Provision of additional public vehicular transportation

The LESSEE covenants and agrees with the LESSOR that if in the reasonable opinion of the LESSOR the public transit system in the City of Vancouver does not from time to time during the TERM adequately serve those persons who occupy that area (in this section 20.02 referred to as the "Area") of the City of Vancouver bounded on the west by the northerly projection of the easterly boundary of Birch Street, on the south by the northerly boundary of Sixth Avenue, on the east by the northerly projection of the westerly boundary of Ash Street, and on the north by False Creek and, as a result, the LESSOR deems it necessary to provide or cause the provision of additional public vehicular transportation to connect with the then existing transit system in order to more adequately serve such persons, then a fair and equitable portion of any and all costs and expenses incurred by the LESSOR in providing or causing the provision of such additional public vehicular transportation as determined by the City of Vancouver shall be reimbursed to the LESSOR by the LESSEE. It is understood and agreed between the parties that the portion of the costs and expenses of such additional public vehicular transportation assessed against the LESSEE under this section 20.02 shall be no greater than the portion of the costs and expenses therefor assessed against the owners or lessees of other STRATA LOTS in the Area. If the LESSOR and the LESSEE are unable to agree on the portion of such costs and expenses to be assessed against the LESSOR, the LESSEE, through the STRATA CORPORATION, may appeal the matter to the City Council and the decision of the City Council as to the portion of such costs and expenses to be assessed against the LESSEE shall be final and binding upon the parties. If the LESSEE shall, following

the final determination of the LESSEE's portion of the costs and expenses of such additional public vehicular transportation fail to reimburse or pay to the LESSOR the LESSEE's portion of such costs and expenses within thirty (30) days after receipt from the LESSOR of a written account therefor, then the LESSEE's portion of such costs and expenses may be collected by the LESSOR as BASIC RENT with all rights of distress and otherwise as reserved to the LESSOR in respect of rent in arrears.

ARTICLE XXISURRENDER OF LEASESection 21.01

At the end of the TERM, either by forfeiture, default or lapse of time, unless this lease is renewed as provided in Article XXIV, the LESSEE shall surrender the STRATA LOT to the LESSOR in the condition in which it was required to be kept by the LESSEE under the provisions of this lease, except as herein otherwise expressly provided.

ARTICLE XXIIQUIET ENJOYMENT AND OWNERSHIP
OF THE BUILDINGSSection 22.01 Covenant for Quiet Enjoyment

IF the LESSEE pays the rent hereby reserved and the other charges, and performs the covenants hereinbefore on the LESSEE's part contained, the LESSEE shall and may peaceably enjoy and possess the STRATA LOT for the TERM, without any interruption or disturbance whatsoever from the LESSOR or any other person, firm or corporation lawfully claiming from or under the LESSOR, provided however that nothing in this section 22.01 shall limit the rights of inspection conferred upon the LESSOR by section 11.01 or the right of the LESSOR to show the SAID LANDS and the BUILDINGS and to post notice, pursuant to section 11.02.

Section 22.02 Removal of Tenants' Fixtures

At the expiry or earlier termination of the TERM or any renewal of it, the LESSEE may remove its fixtures and the fixtures of its subtenants and licencees and any persons claiming through or under them. Nothing herein shall prevent the LESSEE from conferring on tenants or occupants of the BUILDINGS the right of property in, or the right to remove, fixtures or improvements which are of the nature of usual tenants' fixtures and normally removable by tenants, and which are not part of the BUILDINGS or the SAID LANDS. The LESSEE shall make good and shall cause such subtenants, licencees and other persons to make good any damage to the BUILDINGS caused by any removal of tenants' fixtures.

OVERHOLDING

Section 23.01

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ARTICLE XXIVRENEWAL OF LEASESection 24.01 Renewal Lease

- (a) Unless this lease is terminated by forfeiture or default the LESSOR shall give to the LESSEE notice of its intention to terminate or to renew this lease or any subsequent renewal thereof, at least one (1) year prior to the termination of this lease or any subsequent renewal thereof.
- (b) Where, at the termination hereof, the LESSOR renews this lease, this lease shall be renewed for a term of not less than five (5) years, and any subsequent renewals shall be for a term of not less than five (5) years.
- (c) Where the LESSOR fails to give the notice required under section 24.01 (a) or fails to purchase the LESSEE's interest in the STRATA LOT under Article XXV, this lease shall be deemed to be renewed for a term of five (5) years.
- (d) Where the LESSOR gives notice of its intention to renew this lease or any subsequent renewal thereof or fails to give the notice required under section 24.01(a) or fails to purchase the LESSEE's interest in the STRATA LOT under Article XXV, the LESSOR shall execute and deliver to the LESSEE two copies of a renewal of this lease for a further term of not less than five (5) years from the expiration of this lease or any subsequent renewal thereof subject to the covenants, provisions and agreements as are herein contained, mutatis mutandis, and at a rent determined as follows, that is to say,

the rent payable by the LESSEE during each renewal term shall be such annual sum as may be agreed upon in writing by and between the LESSOR and the LESSEE, provided however that if the LESSOR and the LESSEE do not agree in writing upon the rent for any renewal term at least six (6) months prior to the termination of this lease or the renewal term immediately preceding the renewal term the rent for

which has yet to be determined, the rent for such renewal term shall be the market rental value of that part of the SAID LANDS comprised in the STRATA LOT and in its share of the COMMON PROPERTY at the date which shall be six (6) months prior to the end of the TERM or the renewal term immediately preceding the renewal term the rent for which has yet to be determined and such market rental value shall be determined by arbitration. The arbitrators shall within the said six (6) month period appraise and determine the market rental value of that part of the SAID LANDS comprised in the STRATA LOT and in its share of the COMMON PROPERTY and if the arbitrators shall not have determined such market rental value within the said six (6) month period, the LESSEE shall pay to the LESSOR during the renewal term rent as provided in section 24.01(c)(ii). The LESSEE covenants and agrees to pay the annual rent as so calculated for each renewal term in twelve (12) monthly instalments in advance, on the first day of each month in each year during each renewal term, PROVIDED HOWEVER that should the date upon and from which such rent first begins to accrue be a date other than the first day of a month, such rent shall be apportioned accordingly as to the first and last months of the renewal term. In determining the market rental value of that part of the SAID LANDS comprised in the STRATA LOT and in its share of the COMMON PROPERTY pursuant to this Article XXIV, the arbitrators shall exclude from such determination the value of the BUILDINGS and all other structures and improvements in and upon such parts of the SAID LANDS (as if the same were unimproved) and shall determine such market rental value on the basis that such parts of the SAID LANDS may only be used for the purposes set forth in this lease.

(ii) If the annual rent at any time payable under any renewal of this lease is subject to a revision which is dependent upon a determination to be made pursuant to the provisions of this

section 24.01(d) but which has not then been made, and if, consequently, the amount of the revision of the rent cannot be ascertained within the time limited herein, the LESSEE shall, pending the making of the computation, continue to pay monthly instalments calculated at one-twelfth (1/12) of the annual rent payable in the last year of the TERM or any subsequent renewal thereof, as the case may be, and when the revised annual rent has been ascertained, the LESSEE shall pay to the LESSOR the amount, if any, by which the monthly instalments of the revised annual rent payable prior to the date thereof exceeds the amount actually paid between the termination of this lease or any subsequent renewal thereof, as the case may be, and the final determination of the revised annual rent, together with interest at the rate of three per cent (3%) per annum above the average prime lending rate of the main branches of the chartered banks of Canada carrying on business in the City of Vancouver on such excess amount or the LESSOR shall credit the LESSEE against future instalments of annual rent with any overpayment, together with interest at the rate of three per cent (3%) per annum above the average prime lending rate of the main branches of the chartered banks of Canada carrying on business in the City of Vancouver on such overpayment.

Section 24.02 Delivery of Renewal of this lease

Upon the LESSOR executing and delivering to the LESSEE a renewal of this lease pursuant to the provisions of section 24.01 (d) the LESSEE shall execute the renewal of this lease and deliver an executed copy of the same to the LESSOR.

ARTICLE XXVRIGHT TO PURCHASESection 25.01

- (a) The LESSEE's interest in the STRATA LOT shall be subject to the right of the LESSOR to purchase that interest at the date of termination or non-renewal of this lease.
- (b) Where the LESSOR exercises its right to purchase under section 25.01(a), the purchase price of the LESSEE's interest in the STRATA LOT shall be its fair market value and, for the purposes of assessing its fair market value, the interest in the STRATA LOT shall be evaluated as if the lease did not terminate and the purchase price shall be arrived at as of the date of termination or non-renewal of this lease.
- (c) If, pursuant to section 7.01, the BUILDINGS are deemed to be destroyed, this lease shall be deemed to have terminated and the LESSOR shall purchase the interest of the LESSEE in the STRATA LOT as provided in section 25.01(b).
- (d) Where the LESSOR exercises its right to purchase under section 25.01(a) or is required to purchase under section 25.01(c) and the LESSOR and the LESSEE cannot agree upon the purchase price of the LESSEE's interest in the STRATA LOT within sixty (60) days (or such extended period as the parties may mutually agree upon) following the termination of this lease or any subsequent renewal thereof, as the case may be, then the purchase price shall be the fair market value of the LESSEE's interest in the STRATA LOT as determined by arbitration and for the purposes of assessing its fair market value, the interest in the STRATA LOT shall be evaluated as if this lease did not terminate and the purchase price shall be arrived at as of the date of termination or non-renewal of this lease.

- (e) Subject to section 24.01(a) the LESSOR may give notice to the LESSEE at any time during the TERM or any renewal thereof of its intention to exercise its right to purchase the interest of the LESSEE in the STRATA LOT at the date of termination or non-renewal of this lease.
- (f) The purchase price of the LESSEE's interest in the STRATA LOT shall be paid less all arrears of BASIC RENT, taxes and ADDITIONAL RENT, if any, not later than thirty (30) days after the purchase price shall have been determined pursuant to this Article XXV.
- (g) All adjustments of interest, rents, taxes, rates and all other matters subject to adjustment as between the LESSOR and the LESSEE under this lease shall be made to the date of payment of the purchase price.
- (h) Where the LESSOR exercises its right to purchase under section 25.01 (a) or is required to purchase under section 25.01 (c) and the purchase price shall have been determined pursuant to this Article XXV, then the LESSOR shall pay the purchase price together with any adjustments all determined as aforesaid to the LESSEE and the LESSEE upon such payment by the LESSOR shall convey to the LESSOR a good safeholding and marketable title to the LESSEE'S interest in the STRATA LOT by good and sufficient deed of conveyance. The LESSEE shall deliver without cost to the LESSOR the said deed of conveyance and all other documents and instruments required in order effectively to convey the LESSEE'S interest in the STRATA LOT to the LESSOR and to effect registration thereof in the Vancouver Land Registry Office so that upon completion of such registration, the LESSOR shall be the registered owner of the LESSEE'S interest in the STRATA LOT free and clear of all and any restrictions, exceptions, reservations or charges.

- (i) In the event that subsequent to the date on which the LESSOR exercises its right to purchase the STRATA LOT as aforesaid, the STRATA LOT or any portion thereof shall be damaged by fire or other casualty any insurance monies or right to insurance monies resulting from loss or damage to the STRATA LOT or any portion thereof purchased by the LESSOR and not applied in accordance with the terms of this lease shall be turned over to the LESSOR upon the completion of the sale.

Notwithstanding anything contained in this lease other than as required by the section 25.01(c) the LESSOR shall not be obligated to purchase the interest of the LESSEE in the STRATA LOT except upon the expiration by effluxion of time of the TERM or any renewal of this lease and until the LESSOR obtains vacant possession of the STRATA LOT.

ARTICLE XXVI

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NOTICESection 26.01

All notices, demands and requests which may or are required to be given pursuant to this lease shall be in writing and shall be sufficiently given if served personally upon the party or an executive officer of the party for whom it is intended or mailed prepaid and registered, in the case of the LESSOR addressed to:

City Clerk
City Hall
451 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

and in the case of the LESSEE addressed to:

University Non-Profit Building Society
c/o Dr. N. J. Divinsky
5689 McMaster Road
Vancouver, British Columbia
V6T 1K1

or at such other addresses as the parties may from time to time advise by notice in writing. MORTGAGEES hereof shall supply their respective mailing addresses to the LESSOR and the LESSEE. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally or if mailed as aforesaid on the second business day next following the date of such mailing, PROVIDED HOWEVER that if mailed, should there be between the time of mailing and the actual receipt of the notice a mail strike, slow-down of postal service or other labour dispute which affects the delivery of such notice, then such notice shall be deemed to be received when actually delivered.

ARTICLE XXVIIMISCELLANEOUSSection 27.01

The LESSOR and the LESSEE agree that at any time and from time to time upon not less than thirty (30) days' prior request by the other party, each will execute, acknowledge and deliver to the other a statement in writing certifying:-

- (a) that this lease is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications;
- (b) the dates to which the rent and other charges have been paid and the request shall specify the charges in respect of which such information is required; and
- (c) that, so far as the maker of the statement knows, the party who requests the statement is not in default under any provisions of this lease, or, if in default, the particulars thereof.

Section 27.02

Time shall be of the essence of this lease, save as herein otherwise specified.

Section 27.03

This lease may not be modified or amended except by an instrument in writing of equal formality herewith executed by the LESSOR and the LESSEE or by the successors or assigns of the LESSOR and the successors or permitted assigns of the LESSEE.

Section 27.04

The captions and headings throughout this lease are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this lease, nor in any way affect this lease.

Section 27.05

Notwithstanding anything contained in this lease, in the event that the STRATA CORPORATION fails to:

- (a) obtain and maintain insurance on the BUILDINGS to the full replacement values as required by section 5.01 hereof; or
- (b) pay premiums on policies of insurance effected by it under section 5.01 hereof; or
- (c) keep in a state of good order and condition in accordance with the provisions of this lease and properly maintain the COMMON PROPERTY or COMMON FACILITIES; or
- (d) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect of the land included in the STRATA LOT or the BUILDINGS;

the LESSOR will, so long as the STRATA CORPORATION has the statutory obligation to perform such duties, and so far as the LESSOR legally can but not otherwise, commence any proceedings for the performance of such obligations or the recovery of any costs or expenses incurred by the LESSOR by reason of any default by the STRATA CORPORATION of any of the said obligations against all of the OWNERS of the STRATA LOTS on the SAID LANDS.

Section 27.06

The LESSOR and the LESSEE agree that any and all costs and expenses which may be otherwise payable by the LESSOR to the LESSEE in consideration for the easement granted to the LESSOR pursuant to Section 30.02 of the GROUND LEASE may be paid by the LESSOR to the STRATA CORPORATION instead of the LESSEE and such payment or payments when made shall release the LESSOR from any obligation to the LESSEE therefor.

Section 27.07

- (a) The LESSOR covenants and agrees with the LESSEE that the LESSOR will authorize and permit the LESSEE and his invitees, licensees, agents, servants, contractors and subcontractors during the TERM to enter, go, pass and repass upon and along the easement area designated in the easement granted to the LESSOR under Section 30.01

of the GROUND LEASE and in accordance with the terms and conditions of such easement and for the purpose therein set out.

- (b) Upon the LESSOR granting the authority and permission under Section 27.07(a) the LESSEE covenants and agrees to accept such grant and to reimburse or cause the STRATA CORPORATION to reimburse the LESSOR during the TERM for its share of the costs and expenses paid by the LESSOR to the Grantor of the easement or the Grantor's successors or assigns in consideration for the easement within thirty (30) days of the receipt of an account therefor from time to time from the LESSOR or if requested by the LESSOR the LESSEE covenants and agrees to pay or cause the STRATA CORPORATION to pay to the Grantor, its successors or assigns the amounts which the LESSOR is required to pay to the Grantor, its successors or assigns in consideration for the easement within thirty (30) days of the receipt of an account therefor from time to time from the Grantor, its successors or assigns. In apportioning any amount to which the LESSOR is entitled to reimbursement under this Section 27.07(b) such amounts shall be borne by the LESSEE in the proportion that the UNIT ENTITLEMENT of the LESSEE'S STRATA LOT bears to the aggregate UNIT ENTITLEMENT of all of the STRATA LOTS.
- (c) The LESSOR covenants and agrees with the LESSEE that before any amendment or modification is made to the easement granted to the LESSOR in accordance with section 30.01 of the GROUND LEASE the LESSOR will consult with the STRATA CORPORATION in respect of all such amendments or modifications.

Section 27.08

In the event that there shall be a conflict between the duties and obligations of the LESSEE or the STRATA CORPORATION under the terms hereof and the provisions of the STRATA TITLES ACT applicable to leasehold STRATA LOTS, the provisions of the STRATA TITLES ACT shall prevail.

Section 27.09

It is further agreed and declared by the LESSOR and the LESSEE that these presents shall extend to, be binding upon and enure to the benefit of the LESSOR and the LESSEE and the heirs, executors, administrators, successors and assigns of the LESSOR and the heirs, executors, administrators, successors and permitted assigns of the LESSEE.

IN WITNESS WHEREOF the LESSOR and the LESSEE have hereunto caused to be affixed their respective seals attested by the signatures of their respective proper officers duly authorized for such purpose.

SCHEDULE "A"

This is the Schedule referred to
in Section 7.01 of the MODEL STRATA LOT LEASE

DAMAGE OR DESTRUCTION

Section 7.01 Rent not to abate

The partial destruction or damage or complete destruction by fire or other casualty of the BUILDINGS shall not terminate this lease or entitle the LESSEE to surrender possession of the STRATA LOT or to demand any abatement or reduction of the BASIC RENT or ADDITIONAL RENT or other charges payable under this lease, any law or statute now or in the future to the contrary notwithstanding.

Section 7.02 LESSEE's obligations when BUILDINGS
damaged or partially destroyed.

The LESSEE covenants and agrees with the LESSOR that in the event of damage to or partial destruction of the BUILDINGS the LESSEE shall or shall cause the STRATA CORPORATION to either (a) replace any part of the BUILDINGS destroyed with a new structure in accordance with any agreement which may be made by the LESSEE with the LESSOR, or (b) repair or replace such damage or destruction in the absence of any such agreement.

Section 7.03 LESSEE's obligations when BUILDINGS
completely or substantially destroyed.

The LESSEE covenants and agrees with the LESSOR that in the event of complete or substantially complete destruction of the BUILDINGS the LESSEE shall or shall cause the STRATA CORPORATION to either (a) reconstruct or replace the BUILDINGS with a new structure or structures in accordance with any agreement which may be made by the LESSEE with the LESSOR, or (b) in the absence of any such agreement, replace the BUILDINGS with a new structure or structures, comparable to the structure or structures being replaced which shall cost not less than approximately the amount of the insurance monies payable and paid by reason of such destruction.

Section 7.04 Replacement, repair or reconstruction
under section 7.02 or 7.03 to be carried
out in compliance with sections 6.02 and 8.01

Any replacement, repair or reconstruction of the
BUILDINGS or any part thereof pursuant to the provisions of
section 7.02 or 7.03 hereof shall be made and done in com-
pliance with the provisions of sections 6.02 and 8.01 hereof.

SCHEDULE "B"

This is the schedule referred to in section
15.02(a) of the MODEL STRATA LOT LEASE.

ASSIGNMENT

THIS INDENTURE made the day of 197

BETWEEN:

(hereinafter called the "Vendor")

OF THE FIRST PART

AND:

(hereinafter called the "Purchaser")

OF THE SECOND PART

AND:

CITY OF VANCOUVER,

(hereinafter called the "City")

OF THE THIRD PART

WHEREAS:

A. By a Ground Lease dated the day of 197
the City, as lessor, demised and leased to the Vendor, as lessee,
those lands in the City of Vancouver, in the Province of British
Columbia, more particularly known and described as

Lot twenty-seven (27), False Creek,
Plan 16003

SCHEDULE "B"

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for a term of sixty (60) years extending from the date thereof up to and including the day of on the terms and conditions therein contained:

B. The Vendor subdivided the lands hereinbefore described into strata lots by the deposit of a leasehold strata plan in the Vancouver Land Registry Office in accordance with the provisions of the Strata Titles Act, Chapter 89, S.B.C. 1974, and the Land Registry Act, Chapter 208, R.S.B.C. 1960, in respect of the leasehold strata plan;

C. The Vendor has deposited the said leasehold strata plan in the Vancouver Land Registry Office and the Vancouver Land Registrar has issued in the name of the City, the registered owner in fee simple of the said land included in the leasehold strata plan, new certificates of titles to each of the strata lots shown upon the leasehold strata plan;

D. The deposit of the said leasehold strata plan converted the said Ground Lease into individual leases in the name of the Vendor in respect of the interest of the City in each strata lot including its share in the common property, at the rent premium or other consideration, and subject to the applicable terms and conditions contained in the said Ground Lease and in the model strata lot lease attached thereto and to the provisions of the said Strata Titles Act and the regulations thereto (the Ground Lease and the model strata lot lease being hereinafter referred to collectively as the "lease");

E. The Vendor, at the request of the Purchaser, has agreed to assign to the Purchaser for the sum of \$ the Vendor's interest in the strata lot described in the Schedule "A" hereto (being one of the strata lots created as aforesaid) for all the residue now unexpired of the said term of years subject to the rent hereinafter reserved and to the performance and observance of the covenants on the part of the lessee and the conditions contained in the lease so far as the same relate to the strata lot hereby assigned;

SCHEDULE "B"

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NOW THIS INDENTURE WITNESSETH AS follows:-

1. In consideration of the sum of \$ paid by the Purchaser to the Vendor (the receipt whereof is hereby by the Vendor acknowledged), the Vendor as beneficial owner hereby assigns to the Purchaser the Vendor's interest in the strata lot described in Schedule "A" hereto. TO HOLD unto the purchaser for all the residue now unexpired of the term of the lease subject henceforth to the payment to the City of the rent hereby reserved in paragraph 2 of this assignment and to the performance and observance of the covenants on the part of the Vendor, as lessee, and the conditions contained in the lease so far as the same relate to the strata lot hereby assigned.
2. The Purchaser covenants and agrees with the City that during all the residue now unexpired of the term of the lease, the Purchaser will pay to the City, as lessor, rent determined and payable in accordance with the Schedule "B" hereto.
3. The Purchaser covenants with the Vendor and the City and each of them that the Purchaser shall during all the residue now unexpired of the term of the lease and every renewal thereof, observe and perform the covenants on the part of the Vendor, as lessee, and the conditions contained in the lease as fully and effectually as if the lease contained a separate demise of the strata lot hereby assigned at the rent referred to in paragraph 2.
4. The Purchaser covenants with the Vendor and the City and each of them to indemnify the Vendor and the City and each of them against all actions, suits, costs, expenses, charges, damages, losses, claims and demands for or on account of non-payment of the rent referred to in paragraph 2 and the non-performance or non-observance of the said covenants and conditions contained in the lease so far as the same relate to the strata lot hereby assigned.
5. The Vendor covenants with the Purchaser that the lease so far as it relates to the strata lot hereby assigned is a valid and subsisting lease, that the covenants, provisos and conditions thereof on the part of the Vendor, as lesser, have been duly observed and performed up to the date hereof, that the Vendor

SCHEDULE "B"

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is entitled to grant this assignment, that subject to the payment of the rent referred to in paragraph 2 and the observance and performance of the covenants and conditions of the lease, the Purchaser may enjoy the strata lot hereby assigned for all the residue now unexpired of the term of the lease and any renewal thereof, without interruption by the Vendor or any person claiming through the Vendor and that the Vendor shall at all times hereafter at the request and cost of the Purchaser, execute such further assurance in respect of this assignment as the assignee may reasonably require.

6. The Purchaser acknowledges to the Vendor and the City that the Purchaser has had the opportunity to read the contents of the lease.

7. Schedules "A" and "B" attached hereto form an integral part of this assignment.

8. It is hereby agreed by the parties hereto that this assignment shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

The Common Seal of UNIVERSITY
NON-PROFIT BUILDING SOCIETY
was hereunto affixed in
the presence of:

SIGNED, SEALED AND DELIVERED
in the presence of:

SEAL

SCHEDULE "C"

This is the Schedule referred to in
Section 15.01 and Section 15.02 of
the MODEL STRATA LOT LEASE

The following formulas shall be used for the determination or calculation of BASIC RENT for the purposes of paragraph (a)(ii) of section 15.01 and paragraphs (b), (c), (d) and (e) of section 15.02 of this lease:-

Section 1

- (a) For and during each year of that part of the unexpired residue of the TERM granted by any assignment ending on the day next preceding the fifteenth (15th) anniversary of the SAID DATE the annual sums set forth opposite the hereinafter designated STRATA LOTS:-

Under this section 1(a) the total annual rent for all of the STRATA LOTS shall be not less than Fifty Thousand Seven Hundred and Sixty-five Dollars (\$50,765) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

- (b) For and during each year of that part of the unexpired residue of the TERM granted by any assignment commencing on the fifteenth (15th) anniversary of the SAID DATE and ending on the day next preceding the thirtieth (30th) anniversary of the SAID DATE, the annual sums set forth opposite the hereinafter designated STRATA LOTS:-

Under this section 1(b) the total annual rent for all of the STRATA LOTS shall be not less than Seventy-two Thousand One Hundred and Forty Dollars (\$72,140) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

- (c) The BASIC RENT payable pursuant to this formula shall be paid in twelve (12) equal monthly instalments in advance on the first day of each and every month in each year, PROVIDED HOWEVER that should the date upon and from which such BASIC RENT first begins to accrue be a date other than the first day of a month, such BASIC RENT shall be apportioned accordingly.

SCHEDULE "C"

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Save as aforesaid, if the LESSOR elects to use this formula, the provisions of sections 2.01 (b) and 2.01 (c) shall apply, mutatis mutandis, in respect to the unexpired residue of the TERM granted by any assignment.

Section 2

- (a) For and during each year of that part of the unexpired residue of the TERM granted by any assignment ending on the day next preceding the fifth (5th) anniversary of the SAID DATE the annual sums set forth opposite the hereinafter designated STRATA LOTS:-

Under this section 2(a) the total annual rent for all of the STRATA LOTS shall be not less than Fifty Thousand Seven Hundred and Sixty-five Dollars (\$50,765) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

- (b) For and during each year of that part of the unexpired residue of the TERM granted by any assignment commencing on the fifth (5th) anniversary of the SAID DATE and ending on the day next preceding the tenth (10th) anniversary of the SAID DATE, the annual sums set forth opposite the hereinafter designated STRATA LOTS:-

Under this section 2(b) the total annual rent for all of the STRATA LOTS shall be not less than Fifty-eight Thousand Seven Hundred and Eighty-one Dollars (\$58,781) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

- (c) For and during each year of that part of the unexpired residue of the TERM granted by any assignment commencing on the tenth (10th) anniversary of the SAID DATE and ending on the day next preceding the fifteenth (15th) anniversary of the SAID DATE, the annual sums set forth opposite the hereinafter designated STRATA LOTS:-

Under this section 2(c) the total annual rent for all of the STRATA LOTS shall be not less than Sixty-six Thousand Seven Hundred and ninety-six Dollars (\$66,796) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

- (d) For and during each year of that part of the unexpired residue of the TERM granted by any assignment commencing on the fifteenth (15th) anniversary of the SAID DATE and ending on the day next preceding the thirtieth (30th)

SCHEDULE "C"

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anniversary of the SAID DATE, the annual sums set forth opposite the hereinafter designated STRATA LOTS:-

Under this section 2(d) the total annual rent for all of the STRATA LOTS shall be not less than Seventy-two Thousand One Hundred and Forty Dollars (\$72,140) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

- (c) The BASIC RENT payable pursuant to this formula shall be paid in twelve (12) equal monthly instalments in advance on the first day of each and every month in each year, PROVIDED HOWEVER that should the date upon and from which such BASIC RENT first begins to accrue be a date other than the first day of a month, such BASIC RENT shall be apportioned accordingly.

Save as aforesaid, if the LESSEE elects to use this formula, the provisions of sections 2.01 (b) and 2.01 (c) shall apply, mutatis mutandis, in respect to the unexpired residue of the TERM granted by any assignment.

Section 3

- (a) For and during each year of that part of the unexpired residue of the TERM granted by any assignment ending on the day next preceding the fifth (5th) anniversary of the SAID DATE, the annual sums set forth opposite the hereinafter designated STRATA LOTS:

Under this section 3(a) the total annual rent for all of the STRATA LOTS shall be not less than Sixty-four Thousand One Hundred and Twenty-five Dollars (\$64,125) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

- (b) For and during each year of that part of the unexpired residue of the TERM granted by any assignment commencing on the fifth (5th) anniversary of the SAID DATE and ending on the day next preceding the fifteenth (15th) anniversary of the SAID DATE, the annual sums set forth opposite the hereinafter designated STRATA LOTS:-

Under this section 3(b) the total annual rent for all of the STRATA LOTS shall be not less than Sixty-nine Thousand Four Hundred and Sixty-eight Dollars (\$69,468) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

SCHEDULE "C"

- (c) For and during each year of that part of the unexpired residue of the TERM granted by any assignment commencing on the fifteenth (15th) anniversary of the SAID DATE and ending on the day next preceding the thirtieth (30th) anniversary of the SAID DATE, the annual sums set forth opposite the hereinafter designated STRATA LOTS:-

Under this section 3(c) the total annual rent for all of the STRATA LOTS shall be not less than Seventy-two Thousand One Hundred and Forty Dollars (\$72,140) and the annual rent per square foot of rentable space shall be the same for all of the STRATA LOTS.

- (d) The BASIC RENT payable pursuant to this formula shall be paid in twelve (12) equal monthly instalments in advance on the first day of each and every month in each year, PROVIDED HOWEVER that should the date upon and from which such BASIC RENT first begins to accrue be a date other than the first day of a month, such BASIC RENT shall be apportioned accordingly.

Save as aforesaid, if the LESSEE elects to use this formula, the provisions of sections 2.01 (b) and 2.01 (c) shall apply, mutatis mutandis, in respect to the unexpired residue of the TERM granted by any assignment.

SCHEDULE "D"

This is the Schedule referred to in Paragraph (a) (i) of Section 15.01 and Paragraph (f) of Section 15.02 of the MODEL STRATA LOT LEASE

The persons to whom subleases and assignments of STRATA LOTS are restricted for the purposes of paragraph (a) (i) of section 15.01 and paragraph (f) of section 15.02 shall be determined in accordance with the provisions of this Schedule.

- (a) Subleases and assignments of STRATA LOTS are restricted to persons whose average gross household income as determined by their rate of earnings in June, 1975 does not exceed \$17,000.00 per annum.
- (b) Seventy-five per cent (75%) of the STRATA LOTS shall be sublet, assigned, transferred or sold to families with at least one dependent child under the age of 18 years and twenty-five per cent (25%) of the STRATA LOTS shall be sublet or assigned to couples or single adult persons or families whose children are over the age of 18 years; PROVIDED HOWEVER that the LESSOR may increase or decrease the aforesaid percentages if in its opinion it is reasonable to do so.
- (c) Seventy-five per cent (75%) of the assignees of the STRATA LOTS must be eligible for financial assistance under the provisions of the Department of Housing Act, S.B.C. 1973, Chapter 110 and amendments thereto.

For the purposes of this Schedule, the following terms shall have the meanings hereinafter set forth:-

"couples" means two adult persons who may or may not be related by blood or marriage living together.

"family" means any one of the following groups of persons living as a household:-

- (a) a man and his wife living together, and one or more children of either or both of them;
- (b) a man not having a wife or not living together with his wife, and one or more children of his;
- (c) a woman not having a husband, or not living together with her husband, and one or more children of hers;
- (d) a woman and a man who are not related by marriage living together and one or more dependent children of either or both of them.

SCHEDULE "D"

-2-

"gross household income" means the total income of the sublessee or assignee of a STRATA LOT and his or her spouse (if any) if such spouse is living with the sublessee or assignee.

"income" means the income of the sublessee or assignee of a STRATA LOT and his or her spouse (if any) if such spouse is living with the sublessee or assignee for the taxation year 1975 determined in accordance with the rules prescribed under the provisions of the Income Tax Act of Canada.

"spouse" includes a man and woman who are not related by marriage living together.

SCHEDULE "E"

This is the Schedule referred to in Paragraph (a) of
Section 2.01 of the MODEL STRATA LOT LEASE

The BASIC RENT payable and to be paid by the original
LESSEE for each of STRATA LOTS numbered
pursuant to paragraph (a) of section 2.01 of this lease is as
follows:-

- (a) For and during each year of the TERM commencing on the
date of the deposit of the LEASEHOLD STRATA PLAN in the
Vancouver Land Registry Office and ending on the day
next preceding the fifteenth (15th) anniversary of the
SAID DATE, the annual sums set forth opposite the here-
inafter designated STRATA LOTS:-

Under this paragraph (a) the total annual rent
for all of the STRATA LOTS shall be not less
than Fifty Thousand Seven Hundred and Sixty-
five Dollars (\$50,765) and the annual rent
per square foot of rentable space shall be
the same for all of the STRATA LOTS.

- (b) For and during each year of the fifteen year period of
the TERM commencing on the fifteenth (15th) anniversary
of the SAID DATE and ending on the day next preceding
the thirtieth (30th) anniversary of the SAID DATE, the
annual sums set forth opposite the hereinafter designated
STRATA LOTS:-

Under this paragraph (b) the total annual rent
for all of the STRATA LOTS shall be not less
than Seventy-two Thousand One Hundred and
Forty Dollars (\$72,140) and the annual rent
per square foot of rentable space shall be
the same for all of the STRATA LOTS.

- (c) The BASIC RENT payable pursuant to this Schedule "E"
shall be paid in twelve (12) equal monthly instalments
in advance on the first day of each and every month in
each year, PROVIDED HOWEVER that should the date upon
and from which such BASIC RENT first begins to accrue
be a date other than the first day of a month, such
BASIC RENT shall be apportioned accordingly.

Save as aforesaid the provisions of sections 2.01(b)
and 2.01(c) shall apply, mutatis mutandis, in respect to the
TERM.

SCHEDULE "B"

This is the Schedule referred to
in Section 30.01 of this lease

Easement Over
Lot Twenty-six (26), False Creek, Plan 16003

THIS AGREEMENT made the day of 1976,

BETWEEN:

THE LOWER MAINLAND SOCIETY FOR RESIDENCES
FOR THE PHYSICALLY HANDICAPPED, a society
incorporated under the "Societies Act" of
the Province of British Columbia, c/o
MacQuarrie, Hobkirk, McCurdy & Schuman,
Barristers and Solicitors, 2020 - 777
Hornby Street, in the City of Vancouver
in the Province of British Columbia,
(Certificate of Incorporation No. 8508)

(hereinafter called "the Society")

AND:

CITY OF VANCOUVER
453 West 12th Avenue,
in the City of Vancouver,
Province of British Columbia

(hereinafter called "the City")

AND:

CITY OF VANCOUVER
453 West 12th Avenue,
in the City of Vancouver,
Province of British Columbia

(hereinafter called "the Grantee")

WHEREAS:-

- A. The Society is the lessee of those lands and premises lying and being in the City of Vancouver in the Province of British Columbia more particularly known and described as Lot twenty-six (26), False Creek, Plan 16003 (hereinafter referred to as "Lot twenty-six (26)") under and by virtue of a lease (hereinafter referred to as "the Ground Lease") dated the day of , 197 and made between the City as lessor and the Society as lessee;
- B. The City is the owner of Lot twenty-six (26);
- C. Frank Stanzi Construction Ltd. (hereinafter referred to as "the Company") has agreed to lease from the City (or is the lessee of) those lands and premises lying and being

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in the City of Vancouver in the Province of British Columbia more particularly known and described as Lot twenty-five (25), False Creek, Plan 16003 (hereinafter referred to as "Lot twenty-five (25)") (under and by virtue of a lease dated the day of 197 and made between the City as lessor and the Company as lessee);

- D. The City is the owner of Lot twenty-five (25);
- E. The Grantee is the owner of those lands and premises lying and being in the City of Vancouver in the Province of British Columbia more particularly known and described as Lot twenty-seven (27), False Creek, Plan 16003 (hereinafter referred to as "Lot twenty-seven (27)");
- F. An underground parking garage (hereinafter referred to as "the Parking Facility") has been constructed on parts of Lot twenty-five (25), Lot twenty-six (26) and Lot twenty-seven (27);
- G. The only means of access from the parts of the Parking Facility situated on Lot twenty-five (25) and Lot twenty-seven (27) is through the part of the Parking Facility situated on said Lot twenty-six (26);

NOW THEREFORE for certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by the parties hereto and in consideration of the premises it is hereby agreed as follows:-

- 1. The Society, as the lessee of Lot twenty-six (26) under and by virtue of the Ground Lease and the City as the owner of Lot twenty-six (26) hereby grant and convey to the Grantee the full, free and unlimited right, liberty and easement for the Grantee and for those persons authorized or permitted to use the easement area as provided in section 2 hereof at their will and pleasure at all times by day and by night with or without vehicles in common with the Society and its invitees, permittees and licensees, and the invitees,

permittees, licencees, agents, servants, contractors and subcontractors of them or any of them, to enter, go, pass and repass upon and along that part of the Parking Facility situated on Lot twenty-six (26) shown outlined in red upon the plan attached hereto (in this agreement referred to as "the easement area") together with the right, liberty and easement of unobstructed access to the easement area and to have the easement area remain at all times unoccupied by any building, structure or obstruction of any kind whatsoever which may limit or prevent the use and enjoyment by the Grantee of the right, liberty and easement hereby granted; and for the Grantee, its agents, servants, employees, contractors and subcontractors to enter, go, pass and repass upon and along that part of the premises in Lot twenty-six (26) reasonably required and either with or without supplies, equipment, machinery and vehicles to inspect and, if the Society does not maintain and repair the part of the Parking Facility on Lot twenty-six (26), to maintain and repair the same but the Grantee shall be under no obligation to do so; provided that the Grantee will carry out such maintenance or repair only after giving to the Society thirty (30) days' written notice of its intention so to do, except in the case of an emergency.

2. The easements and restrictive covenants hereby granted and made shall be annexed and appurtenant to and for the benefit of the interest of the Grantee in Lot twenty-five (25) and Lot twenty-seven (27).

The Grantee may, and is hereby authorized to permit the owners, lessees, sublessees and any others leasing occupying or carrying on business in or upon Lot twenty-five (25) and Lot twenty-seven (27) or any part or parts thereof and its and their respective invitees, licencees, agents, servants, contractors and subcontractors to use the easement area for the purpose permitted by the easement hereby granted.

3. The easements and restrictive covenants hereby granted and made by the Society shall be for the term commencing on the date hereof and ending on the earlier of (a) the day of _____ and (b) the expiry or earlier termination of the Ground Lease under which the Society holds the lands thereby affected. The easements and restrictive covenants hereby granted and made by the City shall be for the term commencing on the date hereof and ending on the day of _____

1. The Society covenants and agrees with the Grantee that the Society will not, while at any time otherwise having the right to do so, erect, maintain or place any building, structure or obstruction of any kind whatsoever which shall occupy any portion of the easement area and that in the event of the erection or maintenance or placing of any such building, structure or obstruction as aforesaid, and the neglect of the Society to remove the same within thirty (30) days after receipt of notice in writing from the Grantee requiring such removal, the Grantee shall have the right, liberty and easement to do all things necessary to remove the same; and the Society shall forthwith pay to the Grantee all costs, charges and expenses to which the Grantee may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times charged upon and against Lot twenty-six (26).

2. The Society covenants and agrees with the Grantee that the easements hereby granted as set forth in sections 1 and 4 hereof and the restrictive covenants hereby granted set forth in section 4 shall bind and run with Lot twenty-six (26).

3. In consideration of the rights, liberties and easements granted hereby the Grantee shall pay to the Society annually during the term of this agreement save and except as hereinafter provided forty per cent (40%) of the aggregate of all costs and expenses incurred by the Society in respect of

- (a) maintaining the easement area;
- (b) providing, installing and maintaining all directional and other signs and lane lining on the easement area which are for the benefit of the Grantee as well as the Society;
- (c) lighting of the easement area;
- (d) insurance premiums paid by the Society for public liability and property damage insurance taken out under section 7(a) as they relate to the easement area;
- (e) salaries and management fees (if any) paid by the Society and directly connected with the maintenance of the easement area (excluding the salary of any gateman);

- (f) providing, installing and maintaining any automatic gate or gates on the easement area which is or are for the benefit of the Grantee as well as the Society.

Provided however, that if the number of parking spaces in the Parking Facility is reduced for any reason below [total number of parking spaces in the Parking Facility] then the percentage used for determining the annual amount payable by the Grantee to the Society in consideration of the rights, liberties and easements granted hereby shall be adjusted accordingly.

At the end of each calendar year of the term of this agreement the Society shall determine the amount payable by the Grantee in accordance with this section 6 and deliver to the Grantee an account therefor and the Grantee shall pay such account within thirty (30) days of the receipt thereof, provided that in the event of a dispute between the Society and the Grantee as to the amount payable by the Grantee to the Society in respect of any account the Society and the Grantee agree to submit the dispute to arbitration in accordance with the provisions of section 10.

7. The Society covenants and agrees with the Grantee that the Society will during the whole of the term of the easements hereby granted by the Society:-

- (a) take out and keep in force with respect to the part of the Parking Facility situated on Lot twenty-six (26) public liability and property damage insurance naming the Grantee and any lessee of Lot twenty-five (25) and Lot twenty-seven (27) from time to time as an insured and with a cross-liability or severability of interest clause with limits from time to time approved by the Society and the Grantee and containing a provision that the policy will not be cancelled or materially altered without fifteen (15) days' prior written notice to the Grantee and any lessee of Lot twenty-five (25) and Lot twenty-seven (27) from time to time or if the Society fails to take out and keep in force such insurance the Grantee may do so and the Society and the Grantee covenant and agree that the costs incurred by the Grantee in taking out and keeping in force such insurance shall be borne by the parties in the same proportion as insurance premiums are borne under section 6;

- (b) promptly maintain, repair, replace and renew the part of the Parking Facility on Lot twenty-six (26);
- (c) well and sufficiently light the easement area;
- (d) save harmless and indemnify the Grantee and any lessee of Lot twenty-five (25) and Lot twenty-seven (27) from time to time from and against all actions, causes of action, claims, demands, costs, losses, damages and expenses whatsoever (including, without limiting the generality of the foregoing, any award, settlement or judgment made under any statute for the protection of workmen) which may arise or accrue to any person, firm or corporation against or upon the Grantee or any lessee of Lot twenty-five (25) or Lot twenty-seven (27) or which the Grantee or any lessee of Lot twenty-five (25) or Lot twenty-seven (27) may pay, incur, sustain or be put to by reason of any failure of the Society to perform and observe the covenants and conditions herein contained on the part of the Society to be performed and observed or by reason of the Grantee or any lessee of Lot twenty-five (25) or Lot twenty-seven (27) remedying any such failure;
- (e) at the request of the Grantee, deliver any and all accounts for payment of amounts which the Grantee is required to pay to the Society hereunder in consideration for this easement to such person, firm or corporation leasing Lot twenty-five (25) or Lot twenty-seven (27) or any part or parts thereof by virtue of a lease granted by the City as the Grantee may designate from time to time provided that the Grantee shall not be relieved of its obligations under section 6 by reason of the Society delivering such accounts as requested by the Grantee unless such accounts are paid by the person, firm or corporation to whom they are delivered, or the Grantee.

8. In the event that the Society shall fail to fulfill the covenants herein contained on the part of the Society to be performed and observed, the Grantee may, but shall be under no obligation to remedy the default; and the Society will forthwith on receipt of any written request from the Grantee, pay to the Grantee the amount of any cost or costs from time to time incurred by the Grantee in so doing.

9. If during the term of this agreement Lot twenty-five (25) or Lot twenty-seven (27) or any part or parts thereof shall be subdivided or re-subdivided in any manner whatsoever the rights, liberties and easements hereby granted shall be annexed to the interest of the Grantee in each of the new parcels shown on the subdivision plan or plans and shall continue to be annexed to the interest of the Grantee in the remainder of the land subdivided.

10. Save as hereinafter provided, if the parties hereto do not agree as to any of the matters which, if no agreement is reached upon them, are by the provisions hereof to be determined by arbitration, any such disagreement shall be determined by arbitration pursuant to the provisions of the Arbitration Act of British Columbia (R.S.B.C. 1960, Chapter 14) as amended to January 1, 1976. The provisions to be implied in submissions in pursuance of section 4 of the said Arbitration Act shall not be applicable to arbitration hereunder. The following provisions shall govern any arbitration hereunder:-

- (a) The reference to arbitration shall be to three arbitrators, one of whom shall be chosen by the Society, one by the Grantee and the third by the two so chosen, and the third arbitrator so chosen shall be the chairman;
- (b) the award may be made by the majority of the arbitrators;
- (c) the arbitrators shall make their award in writing either within three (3) months after entering on the reference or after having been called on to act by notice in writing from any party to the submission, whichever is the earlier, or on or before any later date to which the parties hereto by writing signed by each of them may from time to time enlarge the time for making the award;
- (d) if the arbitrators have allowed their time or extended time to expire without making an award or if the chairman shall have delivered to both parties hereto a notice in writing stating that the arbitrators cannot agree, any party hereto may apply to the Supreme Court of British Columbia or to a judge thereof to appoint an umpire who shall have the like power to act in the reference and to make an award as if he had been duly appointed by all the parties to the submission and by the consent of all the parties who originally appointed arbitrators thereto;

- (e) the umpire shall make his award within one month³⁰²⁴² after the original time appointed for making the award of the arbitrators has expired, or on or before any later day to which the parties by any writing signed by them may from time to time enlarge the time for making the award, or if the parties have not agreed, then within such time as the court or judge appointed such arbitrator may deem proper;
- (f) the provisions of paragraph (f), (g) and (h) of the Schedule to the Arbitration Act as amended to January 1, 1976 shall be the terms of any submission to arbitration hereunder;
- (g) the arbitrators or any umpire acting under any submission to arbitration herein may state an award as to the whole or part thereof in the form of a special case for the opinion of any court;
- (h) the costs of the reference and award shall be in the discretion of the arbitrators or umpire, who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid, or any part thereof, and may award costs to be paid as between solicitor and client;
- (i) if, within a reasonable time, a party who has been notified of any dispute fails to appoint an arbitrator or the arbitrators appointed by the parties do not agree upon the third arbitrator, then the party or parties not in default may apply to a judge of the Supreme Court of British Columbia for the appointment by such judge of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators; and if there are more than two parties to the arbitration and, within a reasonable period of time, the parties to the arbitration do not agree upon the appointment of an arbitrator, then any party to the arbitration may apply to a judge of the Supreme Court of British Columbia for the appointment by such judge of an arbitrator.

The parties agree that with respect to any amendment to the said Arbitration Act which shall be proclaimed after January 1, 1976 which makes provision that there shall be incorporated in any submission any provision not herein contained,

Supplies

Figure 1

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SCHEDULE "C"

This is the Schedule referred to
in Section 30.02 of this lease

Easement Over
Lot Twenty-seven (27), False Creek, Plan 16003

THIS AGREEMENT made the day of 1976,

BETWEEN:

UNIVERSITY NON-PROFIT BUILDING SOCIETY
a society incorporated under the
"Societies Act" of the Province of
British Columbia with an office c/o
Dr. N. J. Divinsky, 5689 McMaster Road,
in the City of Vancouver, Province
of British Columbia,
(Certificate of Incorporation No. 10,644)

(hereinafter called "the Society")

AND:

CITY OF VANCOUVER
453 West 12th Avenue,
in the City of Vancouver,
Province of British Columbia

(hereinafter called "the City")

AND:

CITY OF VANCOUVER
453 West 12th Avenue,
in the City of Vancouver,
Province of British Columbia

(hereinafter called "the Grantee")

WHEREAS:-

- A. The Society is the lessee of those lands and premises lying and being in the City of Vancouver in the Province of British Columbia more particularly known and described as Lot twenty-seven (27), False Creek, Plan 16003 (hereinafter referred to as "Lot twenty-seven (27)") under and by virtue of a lease (hereinafter referred to as "the Ground Lease") dated the day of , 197 and made between the City as lessor and the Society as lessee;
- B. The City is the owner of Lot twenty-seven (27);
- C. Frank Stanzi Construction Ltd. (hereinafter referred to as "the Company") has agreed to lease from the City (or

is the lessee of) those lands and premises lying and being in the City of Vancouver in the Province of British Columbia more particularly known and described as Lot twenty-five (25), False Creek, Plan 16003 (hereinafter referred to as "Lot twenty-five (25)") [under and by virtue of a lease dated the day of , 197 and made between the City as lessor and the Company as lessee];

- D. The City is the owner of Lot twenty-five (25);
- E. The Grantee is the owner of those lands and premises lying and being in the City of Vancouver in the Province of British Columbia more particularly known and described as Lot twenty-six (26), False Creek, Plan 16003 (hereinafter referred to as "Lot twenty-six (26)");
- F. An underground parking garage (hereinafter referred to as "the Parking Facility") has been constructed on parts of Lot twenty-five (25), Lot twenty-six (26) and Lot twenty-seven (27);
- G. The only means of access to the parts of the Parking Facility situated on Lot twenty-five (25) and Lot twenty-six (26) is through the part of the Parking Facility situated on said Lot twenty-seven (27);

NOW THEREFORE for certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by the parties hereto and in consideration of the premises it is hereby agreed as follows:-

1. The Society, as the Lessee of Lot twenty-seven (27) under and by virtue of the Ground Lease and the City as the owner of Lot twenty-seven (27) hereby grant and convey to the Grantee the full, free and unlimited right, liberty and easement for the Grantee and for those persons authorized or permitted to use the easement area as provided in section 2 hereof at their will and pleasure at all times by day and by night with or without vehicles in common with the Society and its invitees, permittees and licencees, and the invitees, permittees, licencees, agents, servants, contractors and subcontractors of them or any of them, to enter, go, pass and repass upon and along that part of the Parking Facility situated on Lot twenty-seven (27)

shown outlined in red upon the plan attached hereto (in this agreement referred to as "the easement area") together with the right, liberty and easement of unobstructed access to the easement area and to have the easement area remain at all times unoccupied by any building, structure or obstruction of any kind whatsoever which may limit or prevent the use and enjoyment by the Grantee of the right, liberty and easement hereby granted; and for the Grantee, its agents, servants, employees, contractors and subcontractors to enter, go, pass and repass upon and along that part of the premises in Lot twenty-seven (27) reasonably required and either with or without supplies, equipment, machinery and vehicles to inspect and, if the Society does not maintain and repair the part of the Parking Facility on Lot twenty-seven (27), to maintain and repair the same but the Grantee shall be under no obligation to do so; provided that the Grantee will carry out such maintenance or repair only after giving to the Society thirty (30) days' written notice of its intention so to do, except in the case of an emergency.

2. The easements and restrictive covenants hereby granted and made shall be annexed and appurtenant to and for the benefit of the interest of the Grantee in Lot twenty-five (25) and Lot twenty-six (26).

The Grantee may, and is hereby authorized to permit the owners, lessees, sublessees and any others leasing occupying or carrying on business in or upon Lot twenty-five (25) or Lot twenty-six (26) or any part or parts thereof and its and their respective invitees, licensees, agents, servants, contractors and subcontractors to use the easement area for the purpose permitted by the easement hereby granted.

3. The easements and restrictive covenants hereby granted and made by the Society shall be for the term commencing on the date hereof and ending on the earlier of (a) the day of and (b) the expiry or earlier termination of the Ground Lease under which the Society holds the lands thereby affected. The easements and restrictive covenants hereby granted and made by the City shall be for the term commencing on the date hereof and ending on the day of

4. The Society covenants and agrees with the Grantee that the Society will not, while at any time otherwise having the right to do so, erect, maintain or place any building, structure or obstruction of any kind whatsoever which shall occupy any portion of the easement area and that in the event of the erection or maintenance or placing of any such building, structure or obstruction as aforesaid, and the neglect of the Society to remove the same within thirty (30) days after receipt of notice in writing from the Grantee requiring such removal, the Grantee shall have the right, liberty and easement to do all things necessary to remove the same; and the Society shall forthwith pay to the Grantee all costs, charges and expenses to which the Grantee may be put by reason of such removal, which costs, charges and expenses shall be and remain at all times charged upon and against Lot twenty-seven (27).

5. The Society covenants and agrees with the Grantee that the easements hereby granted as set forth in sections 1 and 4 hereof and the restrictive covenants hereby granted set forth in section 4 shall bind and run with Lot twenty-seven (27).

6. In consideration of the rights, liberties and easements granted hereby the Grantee shall pay to the Society annually during the term of this agreement save and except as hereinafter provided ten per cent (10%) of the aggregate of all costs and expenses incurred by the Society in respect of

- (a) maintaining the easement area;
- (b) providing, installing and maintaining all directional and other signs and lane lining on the easement area which are for the benefit of the Grantee as well as the Society;
- (c) lighting the easement area;
- (d) insurance premiums paid by the Society for public liability and property damage insurance taken out under section 7(a) as they relate to the easement area;
- (e) salaries and management fees (if any) paid by the Society and directly connected with the maintenance of the easement area (excluding the salary of any gateman);

- (f) providing, installing and maintaining any automatic gate or gates on the easement area which is or are for the benefit of the Grantee as well as the Society.

Provided however, that if the number of parking spaces in the Parking Facility is reduced for any reason below (total number of parking spaces in the Parking Facility) then the percentage used for determining the annual amount payable by the Grantee to the Society in consideration of the rights, liberties and easements granted hereby shall be adjusted accordingly.

At the end of each calendar year of the term of this agreement the Society shall determine the amount payable by the Grantee in accordance with this section 6 and deliver to the Grantee an account therefor and the Grantee shall pay such account within thirty (30) days of the receipt thereof, provided that in the event of a dispute between the Society and the Grantee as to the amount payable by the Grantee to the Society in respect of any account the Society and the Grantee agree to submit the dispute to arbitration in accordance with the provisions of section 10.

7. The Society covenants and agrees with the Grantee that the Society will during the whole of the term of the easements hereby granted by the Society:-

- (a) take out and keep in force with respect to the part of the Parking Facility situated on Lot twenty-seven (27) public liability and property damage insurance naming the Grantee and any lessee of Lot twenty-five (25) and Lot twenty-six (26) from time to time as an insured and with a cross-liability or severability of interest clause with limits from time to time approved by the Society and the Grantee and containing a provision that the policy will not be cancelled or materially altered without fifteen (15) days' prior written notice to the Grantee and any lessee of Lot twenty-five (25) and Lot twenty-six (26) from time to time or if the Society fails to take out and keep in force such insurance the Grantee may do so and the Society and the Grantee covenant and agree that the costs incurred by the Grantee in taking out and keeping in force such insurance shall be borne by the parties in the same proportion as insurance premiums are borne under section 6;

- (b) promptly maintain, repair, replace and renew the part of the Parking Facility on Lot twenty-seven (27);
- (c) well and sufficiently light the easement area;
- (d) save harmless and indemnify the Grantee and any lessee of Lot twenty-five (25) and Lot twenty-six (26) from time to time from and against all actions, causes of action, claims, demands, costs, losses, damages and expenses whatsoever (including, without limiting the generality of the foregoing, any award, settlement or judgment made under any statute for the protection of workmen) which may arise or accrue to any person, firm or corporation against or upon the Grantee or any lessee of Lot twenty-five (25) or Lot twenty-six (26) or which the Grantee or any lessee of Lot twenty-five (25) or Lot twenty-six (26) may pay, incur, sustain or be put to by reason of any failure of the Society to perform and observe the covenants and conditions herein contained on the part of the Society to be performed and observed or by reason of the Grantee or any lessee of Lot twenty-five (25) or Lot twenty-six (26) remedying any such failure;
- (e) at the request of the Grantee, deliver any and all accounts for payment of amounts which the Grantee is required to pay to the Society hereunder in consideration for this easement to such person, firm or corporation leasing Lot twenty-five (25) or Lot twenty-six (26) or any part or parts thereof by virtue of a lease granted by the City as the Grantee may designate from time to time provided that the Grantee shall not be relieved of its obligations under section 6 by reason of the Society delivering such accounts as requested by the Grantee unless such accounts are paid by the person, firm or corporation to whom they are delivered, or the Grantee.

8. In the event that the Society shall fail to fulfill the covenants herein contained on the part of the Society to be performed and observed, the Grantee may, but shall be under no obligation to remedy the default; and the Society will forthwith on receipt of any written request from the Grantee, pay to the Grantee the amount of any cost or costs from time to time incurred by the Grantee in so doing.

9. If during the term of this agreement Lot twenty-five (25) or Lot twenty-six (26) or any part or parts thereof shall be subdivided or re-subdivided in any manner whatsoever the rights, liberties and easements hereby granted shall be annexed to the interest of the Grantee in each of the new parcels shown on the subdivision plan or plans and shall continue to be annexed to the interest of the Grantee in the remainder of the land subdivided.

10. Save as hereinafter provided, if the parties hereto do not agree as to any of the matters which, if no agreement is reached upon them, are by the provisions hereof to be determined by arbitration, any such disagreement shall be determined by arbitration pursuant to the provisions of the Arbitration Act of British Columbia (R.S.B.C. 1960, Chapter 14) as amended to January 1, 1976. The provisions to be implied in submissions in pursuance of section 4 of the said Arbitration Act shall not be applicable to arbitration hereunder. The following provisions shall govern any arbitration hereunder:-

- (a) The reference to arbitration shall be to three arbitrators, one of whom shall be chosen by the Society, one by the Grantee and the third by the two so chosen, and the third arbitrator so chosen shall be the chairman;
- (b) the award may be made by the majority of the arbitrators;
- (c) the arbitrators shall make their award in writing either within three (3) months after entering on the reference or after having been called on to act by notice in writing from any party to the submission, whichever is the earlier, or on or before any later date to which the parties hereto by writing signed by each of them may from time to time enlarge the time for making the award;
- (d) if the arbitrators have allowed their time or extended time to expire without making an award or if the chairman shall have delivered to both parties hereto a notice in writing stating that the arbitrators cannot agree, any party hereto may apply to the Supreme Court of British Columbia or to a judge thereof to appoint an umpire who shall have the like power to act in the reference and to make an award as if he had been duly appointed by all the parties to the submission and by the consent of all the parties who originally appointed arbitrators thereto;

- (e) the umpire shall make his award within one month after the original time appointed for making the award of the arbitrators has expired, or on or before any later day to which the parties by any writing signed by them may from time to time enlarge the time for making the award, or if the parties have not agreed, then within such time as the court or judge appointed such arbitrator may deem proper;
- (f) the provisions of paragraph (f), (g) and (h) of the Schedule to the Arbitration Act as amended to January 1, 1976 shall be the terms of any submission to arbitration hereunder;
- (g) the arbitrators or any umpire acting under any submission to arbitration herein may state an award as to the whole or part thereof in the form of a special case for the opinion of any court;
- (h) the costs of the reference and award shall be in the discretion of the arbitrators or umpire, who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid, or any part thereof, and may award costs to be paid as between solicitor and client;
- (i) if, within a reasonable time, a party who has been notified of any dispute fails to appoint an arbitrator or the arbitrators appointed by the parties do not agree upon the third arbitrator, then the party or parties not in default may apply to a judge of the Supreme Court of British Columbia for the appointment by such judge of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators; and if there are more than two parties to the arbitration and, within a reasonable period of time, the parties to the arbitration do not agree upon the appointment of an arbitrator, then any party to the arbitration may apply to a judge of the Supreme Court of British Columbia for the appointment by such judge of an arbitrator.

The parties agree that with respect to any amendment to the said Arbitration Act which shall be proclaimed after January 1, 1976 which makes provision that there shall be incorporated in any submission any provision not herein contained,

then such provision shall not be a part of such submission to arbitration hereunder unless the parties hereto shall in writing expressly agree to the incorporation of such provision therein.

11. All notices, demands and requests which may or are required to be given pursuant to this agreement shall be in writing and shall be given if served personally upon the party or an executive officer or director of the party for whom it is intended, or mailed, prepaid and registered, in the case of the Society addressed to:

University Non-Profit Building Society
c/o Dr. M. J. Divinsky,
5689 McMaster Road,
Vancouver, British Columbia
V6T 1K1

and in the case of the City addressed to:

City Clerk
City Hall
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

or at such other addresses as the parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally or if mailed as aforesaid on the second business day next following the date of such mailing.

12. These presents shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their respective seals attested by the signatures of their respective proper officers duly authorized for such purpose.

The Common Seal of UNIVERSITY
NON-PROFIT BUILDING SOCIETY
was hereunto affixed in the
presence of:

Nathan Divinsky, President

Andrew A. McIntyre, Training Director
Dr. M. J. Divinsky, Vice President
Sealed with the Common Seal of
the CITY OF VANCOUVER and signed
by:

Director of Legal Services

Sealed with the Common Seal of
the CITY OF VANCOUVER and signed
by:

Director of Legal Services

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the 17th day of May 1976, at the City of Vancouver, in the Province of British Columbia, D. J. G. C. Fleming, personally known to me, appeared before me and acknowledged that he is the Director of Legal Services of the CITY OF VANCOUVER and that he is the person who subscribed his name to the annexed instrument as Director of Legal Services of the CITY OF VANCOUVER and affixed the seal of the CITY OF VANCOUVER to the said instrument, that he was first duly authorized to subscribe his name as aforesaid and affix the said seal to the said instrument and that the CITY OF VANCOUVER is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my hand at the City of Vancouver, in the Province of British Columbia, this 17th day of May, 1976.

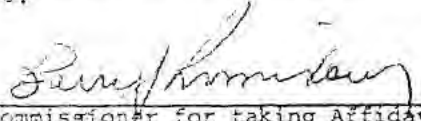
W. A. C. O'Connell
A Commissioner for taking Affidavits
for the Province of British Columbia

30247

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that on the 14th day of MAY 1976, at the City of Vancouver, in the Province of British Columbia, NATHAN JOSEPH DININZKY personally known to me, appeared before me and acknowledged that he is the PRESIDENT & DIRECTOR of UNIVERSITY NON-PROFIT BUILDING SOCIETY, and that he is the person who subscribed his name to the annexed instrument as PRESIDENT & DIRECTOR of UNIVERSITY NON-PROFIT BUILDING SOCIETY, and affixed the seal of UNIVERSITY NON-PROFIT BUILDING SOCIETY to the said instrument, that he was first duly authorized to subscribe his name as aforesaid and affix the said seal to the said instrument and that UNIVERSITY NON-PROFIT BUILDING SOCIETY is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my hand at the City of Vancouver, in the Province of British Columbia, this 14th day of MAY, 1976.


A Commissioner for taking Affidavits
for the Province of British Columbia

SEATON, PROMISLOW AND COMPANY 30247

BARRY J. PROMISLOW
GUY C. WHITMAN

PHILIP L. SEATON
ASSOCIATE SOLICITOR

BARRISTERS AND SOLICITORS
201 CREDIT FONCIER BUILDING
850 WEST HASTINGS STREET
VANCOUVER, B. C.
V6C 1E1

TELEPHONE: 686-1468
AREA CODE: 604
CABLE ADDRESS: "SEATONCO"
TELEX: 04-507770

REPLY ATTENTION OF B.J. Promislow, Esq.

May 21, 1976

Registrar of Titles,
Land Registry Office,
Vancouver, B.C.

D 60,47

Dear Sir:

Re: UNIVERSITY NON-PROFIT BUILDING SOCIETY

I HEREBY CERTIFY that I am Solicitor for the above mentioned Society, namely UNIVERSITY NON-PROFIT BUILDING SOCIETY and I certify that the Society was incorporated under the Societies Act under Certificate of Incorporation No. 10,644.

I HEREBY CERTIFY the following:

1. That the Society was at no time struck from the Register and restored.
2. That the Society remains on the Register of Companies.
3. That the name of the Society is precisely as in the instrument.

DATED at the City of Vancouver, this 21st day of May, 1976.

Yours truly,

SEATON, PROMISLOW & COMPANY

Per: 

Barry J. Promislow
Solicitor for UNIVERSITY
NON-PROFIT BUILDING SOCIETY

LEASEHOLD STRATA PLAN OF LOT 27, FALSE CREEK, PLAN 16003

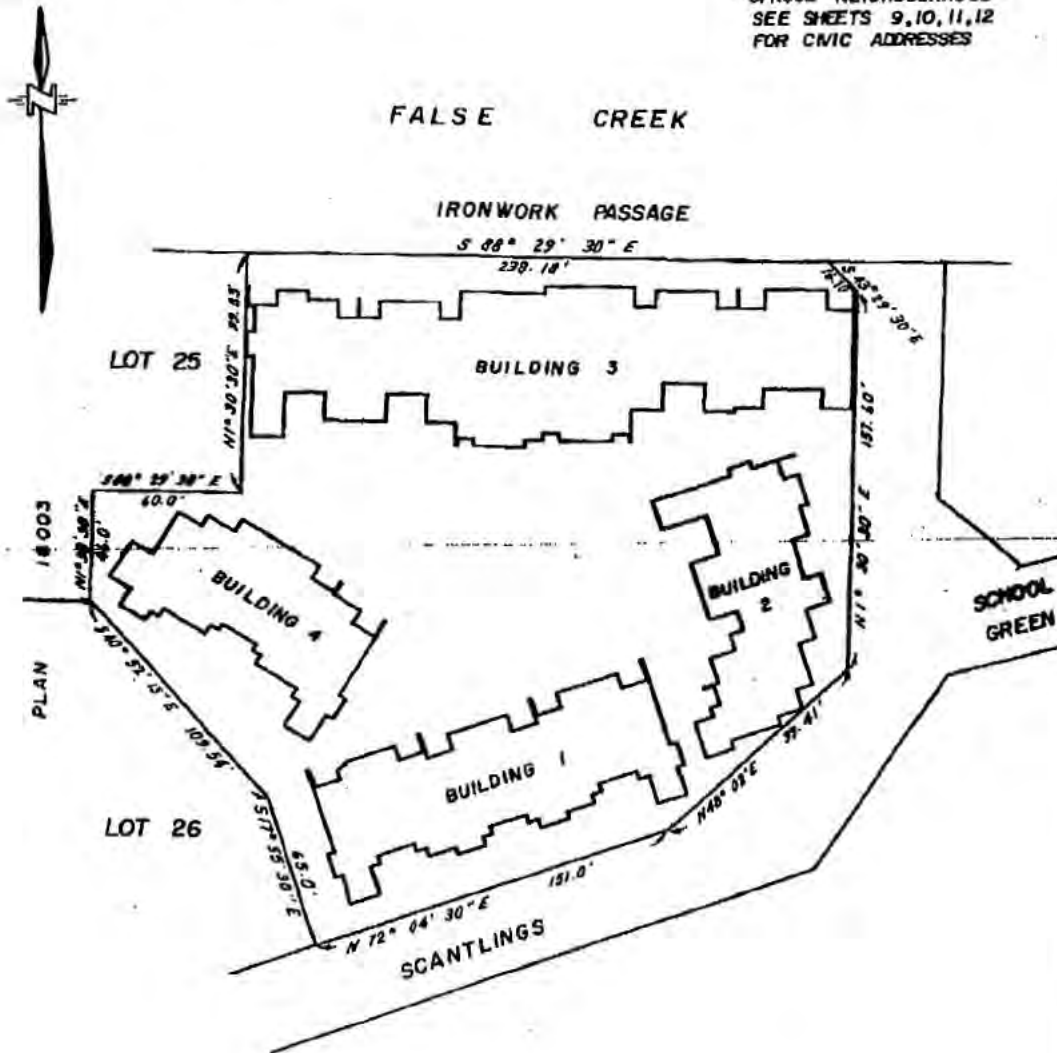
SCALE : 1 INCH = 50 FEET

"CITY OF VANCOUVER"

LEASE HOLD **Vr. 442**
STRATA PLAN VR. 442
DEPOSITED AND REGISTERED IN
THE LAND REGISTRY OFFICE
AT VANCOUVER B.C.
THIS 24th DAY OF June 1976

L. J. Ward
DEPUTY REGISTRAR

"SPRUCE NEIGHBOURHOOD"
SEE SHEETS 9, 10, 11, 12
FOR CNIC ADDRESSES



LEGEND

SQ. FT. DENOTES SQUARE FEET
S.L. DENOTES STRATA LOT
PT. DENOTES PART OF STRATA LOT
© DENOTES COMMON PROPERTY

ALL OUTSIDE STAIRCASES, PATIOS
AND BALCONIES ARE COMMON PROPERTY

I, J. J. WARD OF LANGLEY, B.C.,
BRITISH COLUMBIA LAND SURVEYOR, HEREBY
CERTIFY THAT THE 4 BUILDINGS ERECTED
ON THE PARCEL DESCRIBED ABOVE ARE
WHOLLY WITHIN THE EXTERNAL BOUNDARIES
OF THAT PARCEL.

DATED AT SURREY B.C.
THIS 23rd DAY OF OCTOBER 1976

THE ADDRESS FOR SERVICE OF DOCUMENTS
ON THE STRATA CORPORATION IS :
FOR MAILING ADDRESS OF THE STRATA CORPORATION SEARCH THE
~~THE OWNERS, STRATA PLAN 16003~~ STRATA PLAN GENERAL INDEX
~~3500 W. MASTER ROAD~~
~~VANCOUVER B.C.~~

J. J. Ward B.C.L.S.
MELIMANNEY ASSOCIATES
PROFESSIONAL LAND SURVEYORS
7882 100A STREET
VANCOUVER, B.C.
FILE 002804

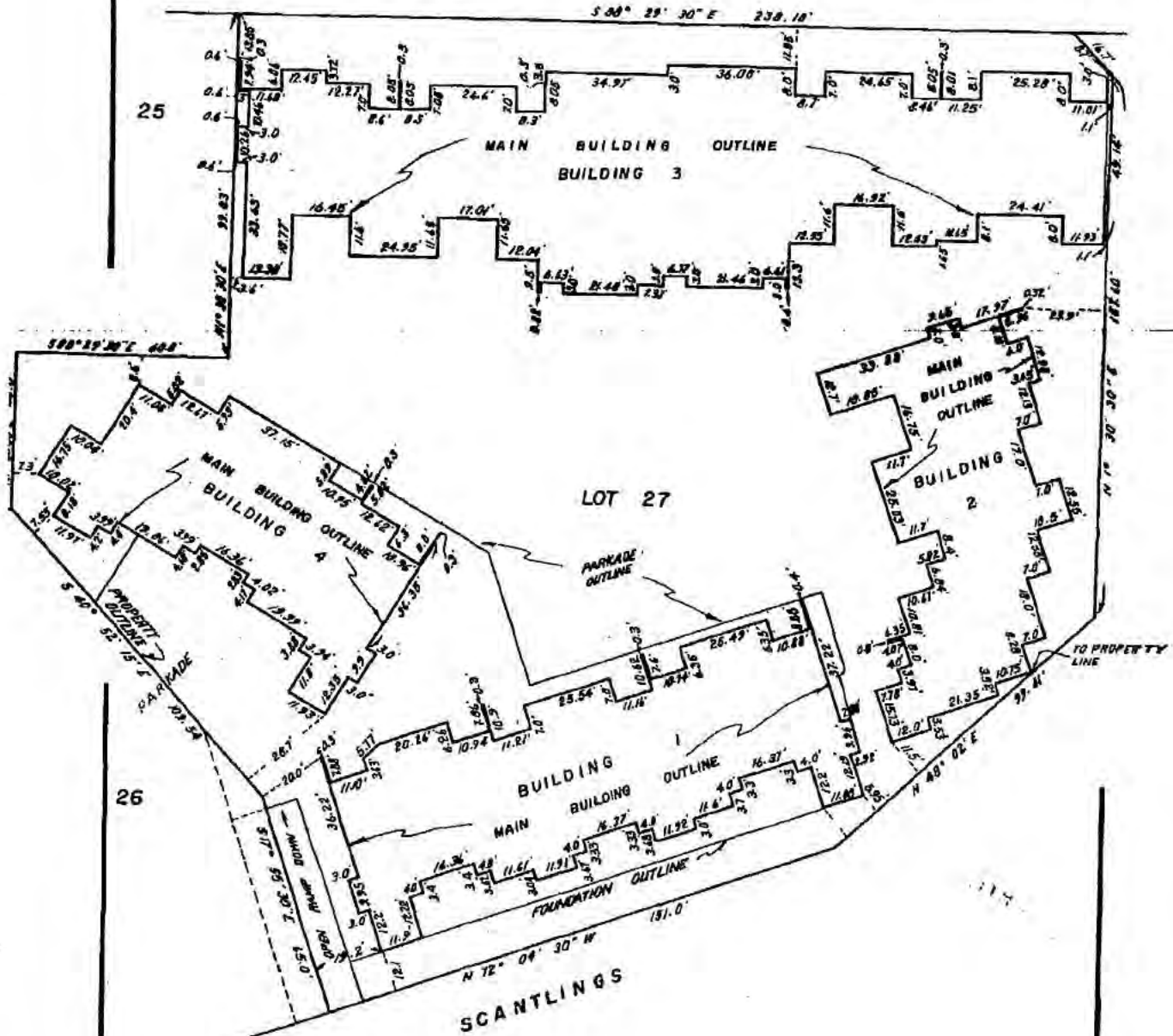
STRATA PLAN **Vr.442**

BUILDING DIMENSIONS AND LOCATION

SCALE: 1 INCH = 30 FEET



FALSE CREEK
IRONWORK PASSAGE



STRATA PLAN **Vr 442**

STRATA TITLES ACT

LOT NO.	SHEET NO.	FORM 1	FORM 2	FORM 3
		SCHEDULE OF UNIT ENTITLEMENT	SCHEDULE OF INTEREST UPON DESTRUCTION	SCHEDULE OF VOTING RIGHTS
		UNIT ENTITLEMENT	INTEREST UPON DESTRUCTION	NUMBER OF VOTES
1	9	18950	19549	
2	9	24178	23539	
3	9	17127	17872	
4	9	23007	22040	
5	9	17127	18315	
6	9	23007	22040	
7	9	17127	17872	
8	9	23007	22040	
9	9	17127	17872	
10	9	23007	22040	
11	9	19086	19549	
12	9	24214	23604	
13	10	17331	19009	
14	10	22835	21866	
15	10	11554	13256	
16	10	16326	16075	
17	10	15030	15982	
18	10	20654	19412	
19	10	15030	15982	
20	10	20654	19412	
21	10	18536	18783	
22	10	23892	22135	
23	11	16700	17835	
24	11	22563	21750	
25	11	16700	17818	
26	11	22563	21629	
27	11	15030	15982	
28	11	20654	19412	
29	11	15030	16424	
30	11	20654	19932	
31	11	26414	26614	
32	11	26414	27652	
33	11	26414	26518	
34	11	26414	26417	
35	11	15030	15982	
36	11	20654	19412	
37	11	15030	15982	
38	11	20654	19712	
39	11	15030	15982	
40	11	20654	19412	
41	11	18336	19049	
42	11	23193	22135	
43	12	20790	21594	
44	12	25443	24571	
45	12	17126	17872	
46	12	20773	20623	
47	12	17126	17872	
48	12	20773	20623	
49	12	19035	19549	
50	12	24897	23604	
AGGREGATE		1,000,000	1,000,000	

STRATA PLAN **Vr.442**

STRATA TITLES ACT

STATUTORY DECLARATION

- I, THE UNDERSIGNED DO SOLEMNLY DECLARE THAT
 (1) THE UNDERSIGNED AM THE DULY AUTHORIZED
 AGENT OF THE DEVELOPER - LESSEE
 (2) THE STRATA PLAN IS ENTIRELY FOR RESIDENTIAL USE

I, MAKE THIS SOLEMN DECLARATION CONSCIENTIOUSLY
 BELIEVING IT TO BE TRUE AND KNOWING THAT IT IS OF
 THE SAME FORCE AND EFFECT AS IF MADE UNDER OATH.

Nathan Dwinosky

DECLARED BEFORE ME AT Vancouver
 IN THE PROVINCE OF BRITISH COLUMBIA
 THIS 18th DAY OF November 1978

Barry J. Promislow
 A COMMISSIONER FOR TAKING AFFIDAVITS
 WITHIN THE PROVINCE OF BRITISH COLUMBIA

ACCEPTED AS TO FORMS 1 AND 2
Adams
 SUPERINTENDENT OF INSURANCE

May 30, 1977

OWNER - LESSOR

CITY OF VANCOUVER

(DIRECTOR OF LEGAL SERVICES ON BEHALF OF THE CITY OF VANCOUVER)

Cliff Hanning

DEVELOPER - LESSOR

UNIVERSITY NON-PROFIT BUILDING SOCIETY

Nathan Dwinosky - Pres

R. A. Rostinger - Treas

MORTGAGEE

BANK OF MONTREAL

BY ITS ATTORNEYS

Christy Harker

W. J. Paulin
 MORTGAGEE

Margaret B. Johnson
 WITNESSED AS TO BOTH SIGNATURES

FORM 13

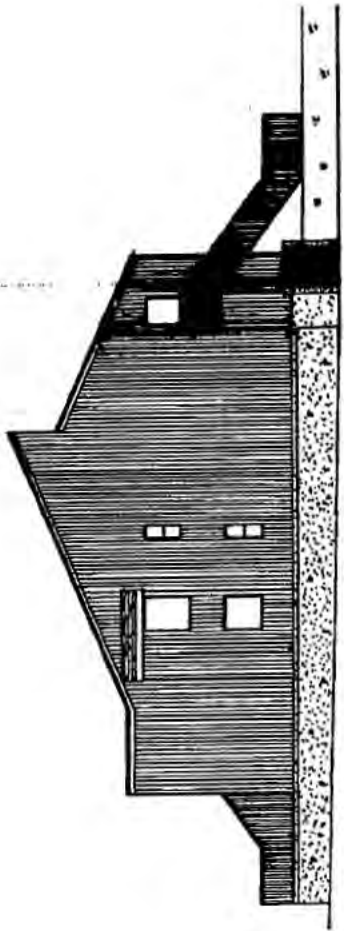
I, J. J. WARD OF LANGLEY BRITISH COLUMBIA LAND SURVEYOR
 HEREBY CERTIFY THAT THE STRATA LOTS REPRESENTED ON THE STRATA PLAN
 OF LOT 27, FALSE CREEK, PLAN 16003
 CONSTITUTE A NEW DEVELOPMENT AND HAVE NOT, TO THE BEST OF
 MY KNOWLEDGE AND BELIEF, BEEN PREVIOUSLY OCCUPIED
 DATED AT SURREY B.C. THIS 25th DAY OF OCTOBER 1978

J. J. Ward B.C.L.S.

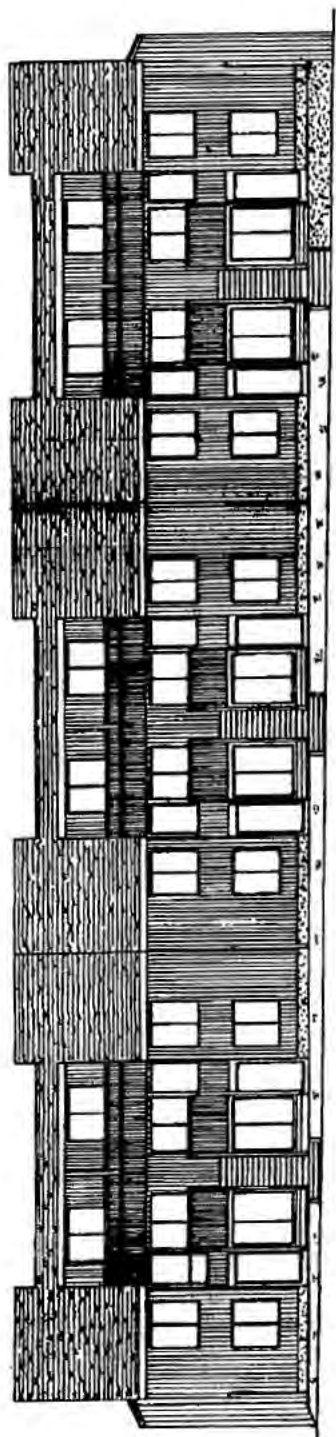
FILED VAVS442 R67328 2005-09-28-09:31:37.339988

STRATA PLAN **Vr.442**

**BUILDING 1
ELEVATIONS**



**EAST
ELEVATION**



**SOUTH
ELEVATION**

BCH 52888 - MISEL

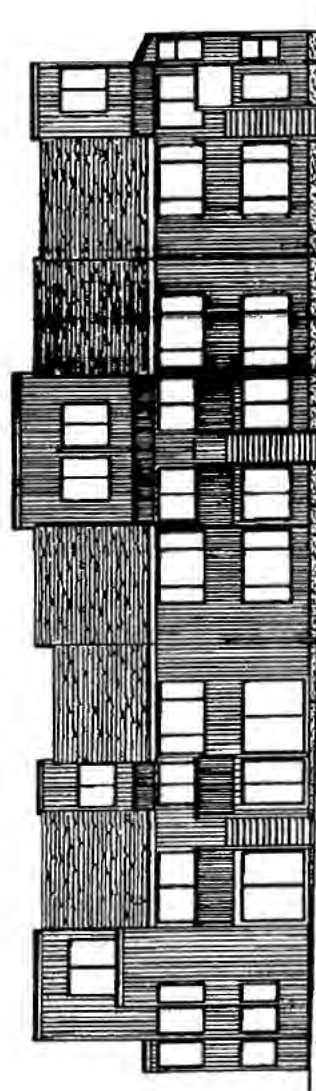
FILE 002809

STRATA PLAN **Vr.442**

**BUILDING 2
ELEVATIONS**



SOUTH ELEVATION



EAST ELEVATION

BCIL 53385 - WISEL

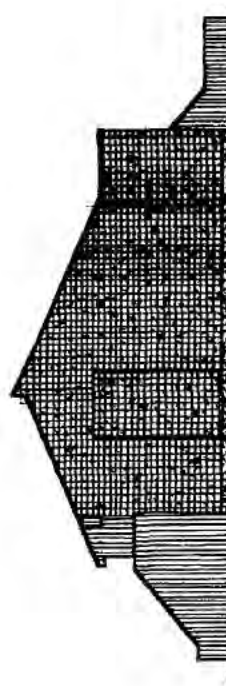
FILE :002804

STRATA PLAN **Vr442**

**BUILDING 3
ELEVATIONS**



SOUTH ELEVATION



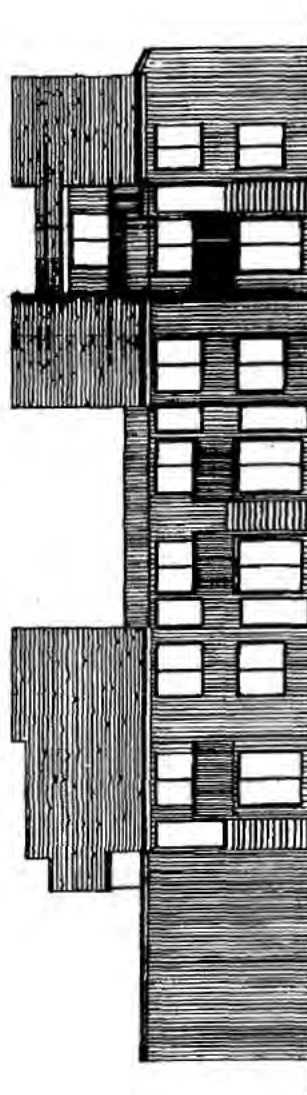
EAST ELEVATION

STRATA PLAN **Vr.442**

**BUILDING 4
ELEVATIONS**



EAST ELEVATION



SOUTH ELEVATION

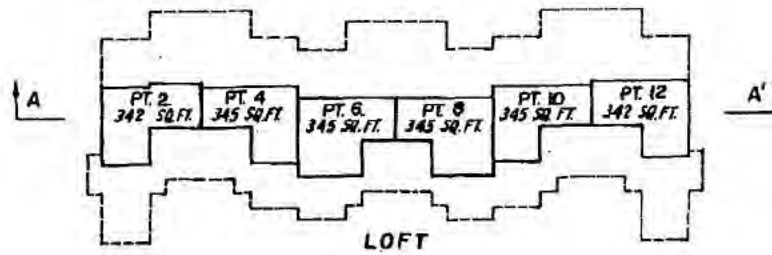
BUILDING 1

FLOOR PLANS AND SECTION

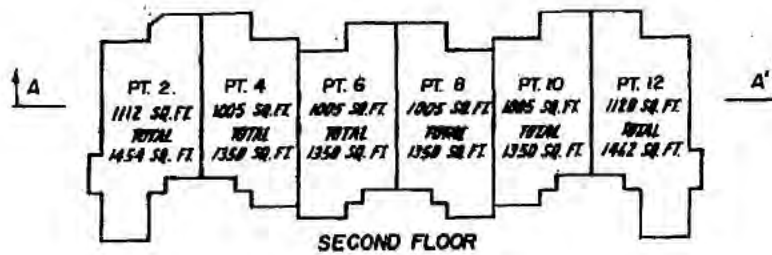
SCALE : 1" = 30'

STRATA PLAN **Vr442**

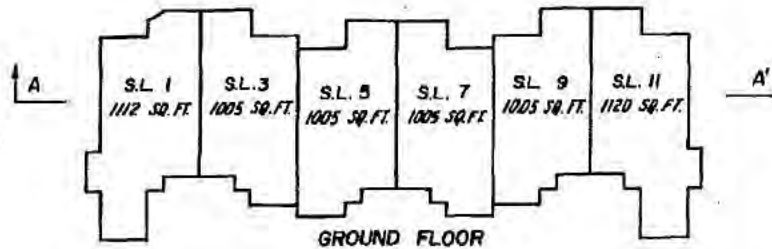
FILED VAN442 R67328 2005-09-28-09:31:37-339988



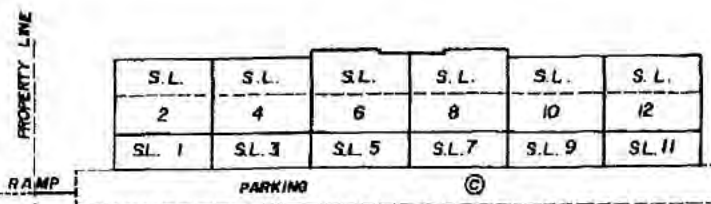
Scantlings	"	"	"	"	Scantlings
1071	1069	1063	1061	1055	1053



Scantlings	"	"	"	"	Scantlings
1073	1067	1065	1059	1057	1051

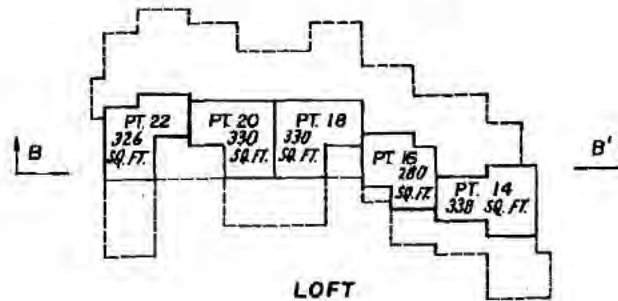


Scantlings	"	"	"	"	Scantlings
1073	1067	1065	1059	1057	1051



BUILDING 2 **FLOOR PLANS AND SECTION** SCALE : 1" = 30'

STRATA PLAN

Vr
442

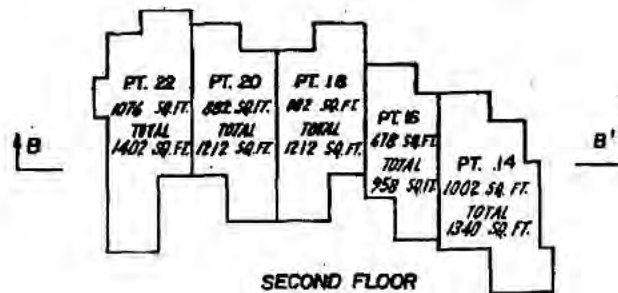
LOFT

Scantlings
1033

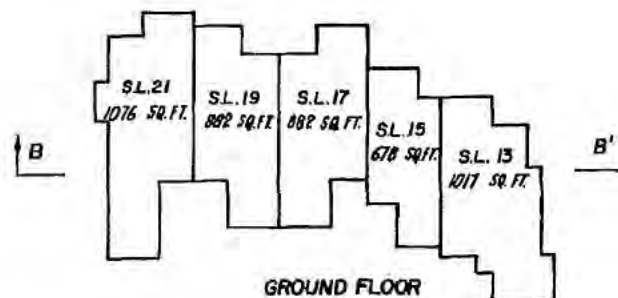
1035

1039

1045

Scantlings
1049

SECOND FLOOR



GROUND FLOOR

Scantlings
1031

1037

1041

1043

Scantlings
1047

S.L.	S.L.	S.L.	S.L.	S.L.
18	19	20	21	22
S.L. 13	S.L. 14	S.L. 15	S.L. 16	S.L. 17

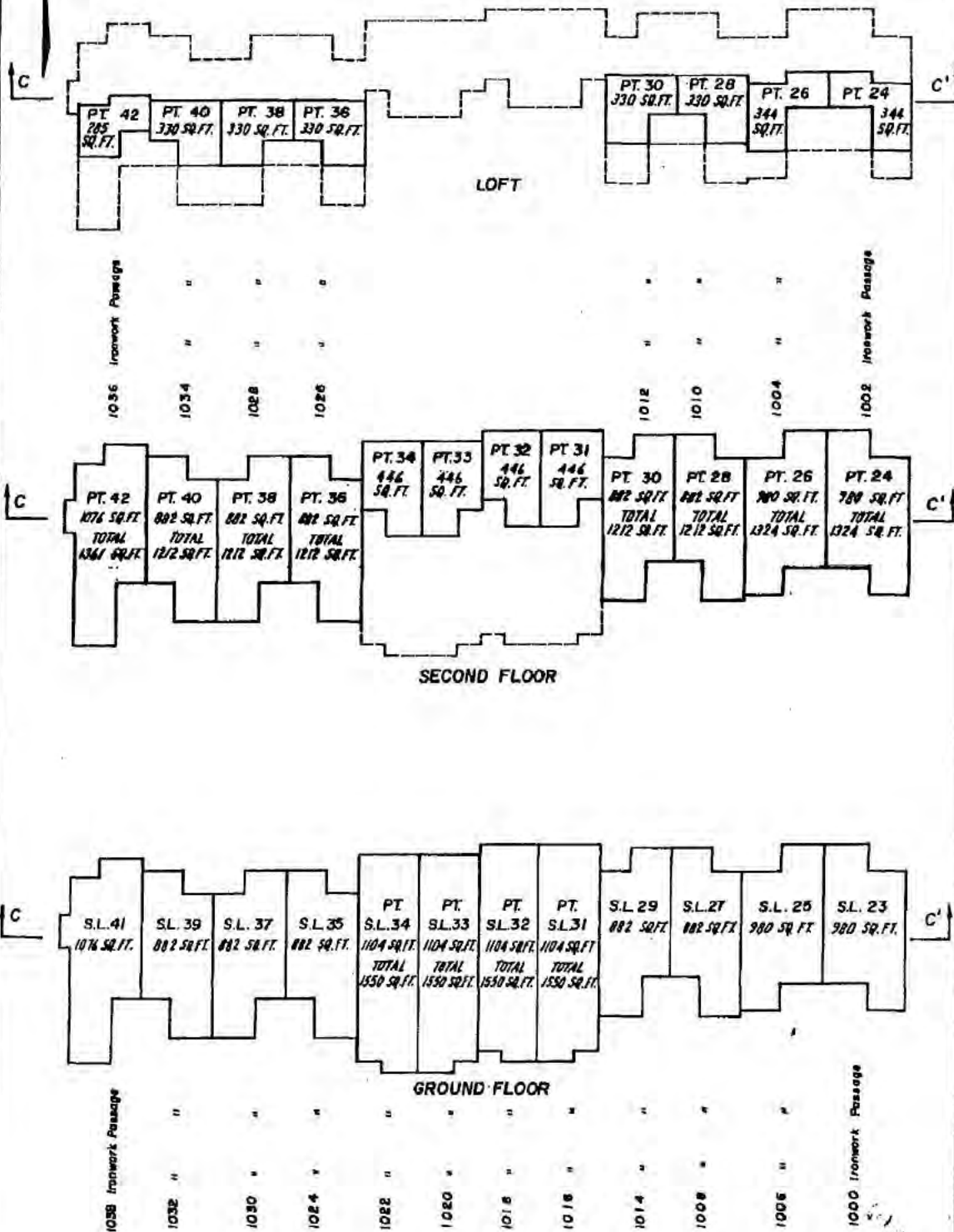
SECTION B-B'

City of Vancouver - FOI 2019-466 - Part 1 of 7 - Page 328 of 333

BUILDING 3 **FLOOR PLANS AND SECTION**

SCALE: 1" = 30'

STRATA PLAN **Vr**
442



S.L.	S.L.	S.L.	S.L.	S.L.	S.L.	S.L.	S.L.	S.L.	S.L.	S.L.	S.L.	S.L.	S.L.
42	40	38	36	34	33	32	31	29	28	26	24	23	21
S.L. 41	S.L. 39	S.L. 37	S.L. 35	S.L. 34	S.L. 33	S.L. 32	S.L. 31	S.L. 29	S.L. 28	S.L. 26	S.L. 24	S.L. 23	S.L. 21

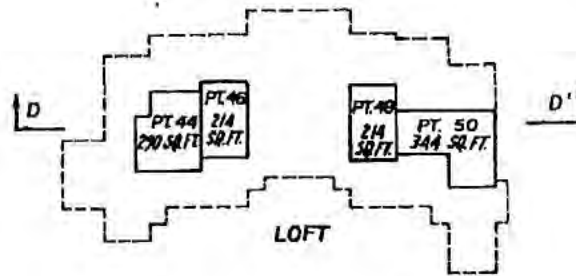
SECTION C-C'

FILE 002804

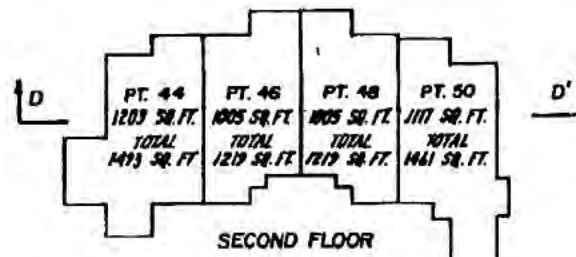
BUILDING 4 FLOOR PLANS AND SECTION

SCALE: 1" = 30'

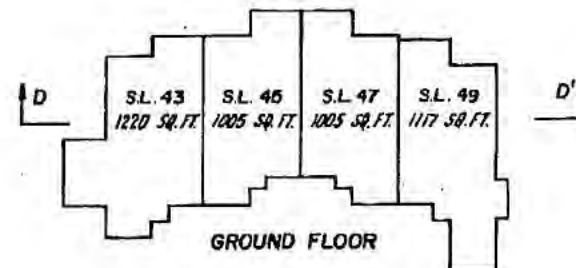
STRATA PLAN **Vr**
442



Scantlings
1087
1083
1081
1077



Scantlings
1089
1085
1079
1075



S.L.	S.L.	S.L.	S.L.
43	46	48	50
S.L. 43	S.L. 45	S.L. 47	S.L. 49

PARKING ©

BCIL 53089 - MSEL

FILE: 002804

STRATA PLAN **Vr.442**

FILED VANAS42 R6/328 2005-09-28 09:31:37 339988

SCHEDULE PURSUANT TO SECTION 54(2)(a) STRATA TITLES ACT

WHERE THE OWNER-LESSOR EXERCISES ITS RIGHT TO PURCHASE THE LESSEE-DEVELOPER INTEREST IN A STRATA LOT SHOWN UPON THIS LEASEHOLD STRATA PLAN THE PURCHASE PRICE OF SUCH INTEREST SHALL BE THE PRICE CALCULATED ON THE BASIS SET OUT IN SECTION 25 (AND THOSE SECTIONS REFERRED TO THEREIN) OF THAT CERTAIN AGREEMENT OF LEASE MADE BETWEEN CITY OF VANCOUVER AND UNIVERSITY NON-PROFIT BUILDING SOCIETY DATED 17th MAY 1976 AND REGISTERED IN THE VANCOUVER LAND REGISTRY OFFICE ON 21st MAY 1976 UNDER NUMBER D-30247 AND FOR PURPOSES OF INTERPRETATION OF SUCH SECTIONS THE DEFINITIONS SET FORTH IN THE AGREEMENT OF LEASE AFORESAID SHALL APPLY.

Below Sheet Closed

Search AT082 of BC Online for
City of Vancouver, BC 100-1000

SCHEDULE PURSUANT TO SECTION 56(2)(a) STRATA TITLES ACT

THE RESTRICTIONS UPON THE LEASE, ASSIGNMENT, OR OCCUPANCY OF THE STRATA LOTS INVOLVED IN THIS LEASEHOLD STRATA PLAN SHALL CONSIST OF THOSE RESTRICTIONS SET FORTH IN SECTION 28 (AND THOSE SECTIONS REFERRED TO THEREIN) OF THAT CERTAIN AGREEMENT OF LEASE MADE BETWEEN CITY OF VANCOUVER AND UNIVERSITY NON-PROFIT BUILDING SOCIETY DATED 17th MAY 1976 AND REGISTERED IN THE VANCOUVER LAND REGISTRY OFFICE ON 21st MAY 1976 UNDER NUMBER D-30247 AND FOR PURPOSES OF INTERPRETATION OF SUCH SECTIONS THE DEFINITIONS SET FORTH IN THE AGREEMENT OF LEASE AFORESAID SHALL APPLY.

LINDA J. O'SHEA, Registrar
Yamaguchi/New Westminster Land Title Division

REGISTRATION		DOCUMENT	
NUMBER	DATE	DATE	NATURE AND PARTICULARS
E4112P	17-6-77	7-3-77	EASEMENT OVER PART INCLUDED IN EXPLANATORY PLAN 13390 APPURTENANT TO LOT 25 AND 26 PLAN 16003 W. R. Pilgony Deputy Registrar
H33334	16/5/80	30/4/80	EASEMENT AND INDEMNITY AGREEMENT in favour of the City of Vancouver W. R. Pilgony Assistant Deputy Registrar